



FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

Precision Production Grinding

SFUND RECORDS CTR

2166-03836

Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

October 13, 1992

United States Environmental Protection Agency

Fleetwood Machine Products, Inc. has diligently interviewed present and former employees of any knowledge of ground contamination. All that information was previously sent to the EPA.

Sincerely,

FLEETWOOD MACHINE PRODUCTS, INC.

Bill Cooke

Bill Cooke
President

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

} ss.

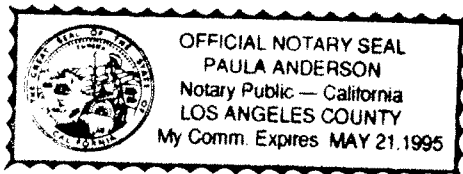
On this 13th day of October, in the year 1992,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Bill Cooke

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name _____
_____ subscribed to the within instrument, and acknowledged to me that he _____
executed it.

WITNESS my hand and official seal.

Paula Anderson
Notary Public in and for said State.





FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

• *Precision Production Grinding*

• *Complete Assemblies*

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October 13, 1992

Question #2 of Request for Information Report

Insurance Brokers and/or Agents names are on the policies.

I contacted Mr. Stan Wamsley for most of the information.
His address is as follows:

Stan Wamsley
c/o Martin J. Wolff
4311 Wilshire Blvd. Suite 412
Los Angeles, CA 90010
(213) 931-1745

Sincerely,

FLEETWOOD MACHINE PRODUCTS, INC.

Bill Cooke
President

C G L COVERAGE/FLEETWOOD MACHINE

<u>DATE FROM/TO</u>	<u>INSURANCE COMPANY NAME</u>	<u>POLICY NUMBER</u>	<u>COMMENT</u>
2-7-76/3-1-76	Fireman's Fund	Binder 0642	
3-1-76/79	Fireman's Fund	MXP2894355	**
3-1-79/3-1-82	Fireman's Fund	MXP3571078	**
4-1-82/4-1-85	Maryland Casualty Northern Ins. Co. of N.Y.	SM14415678	
4-1-85/85	New Hampshire Ins. Company	POP294-55-45	
4-1-86/87	New Hampshire Ins. Company	POP947-71-40	*
4-1-87/88	New Hampshire Ins. Company	POP637-03-57	
5-1-89/?	NPC?	BPP0985036	

* Policy included.

** Underlyer Policy included.

INSURANCE BINDER
LAVEN INSURANCE, INC.
 13543 SOUTH HAWTHORNE BOULEVARD
 HAWTHORNE, CALIFORNIA 90250
 Telephone Numbers 772-4242
 973-2000

No 0734

INSURED'S NAME AND MAILING ADDRESS:

FLEETWOOD MACHINE PRODUCTS, INC., et al
 11447 Vanowen Street
 North Hollywood, Calif.

This Binder is a temporary Insurance Contract to serve as evidence of Insurance pending:

- ☒ Issuance and Delivery of a Policy
- ☐ Issuance and Delivery of a Renewal Policy
- ☐ Issuance and Delivery of Endorsement
- ☐ Negotiation of Rates, Premium or Coverage

THE FIREMANS FUND INSURANCE CO.

(NAME OF INSURANCE COMPANY)

is hereby bound to the insured, named above, subject to the conditions set forth below as follows:

DESCRIPTION OF VEHICLES, PROPERTY OR OPERATIONS AND LOCATIONS	TYPE OF COVERAGE AND INSURED PERILS	AMOUNT OF INSURANCE OR LIMITS OF LIABILITY
Building coverage (loc. #1)	All-Risk coverage / \$100. ded.	107,500.
Building coverage (loc. #2)	All-Risk coverage / \$100. ded.	65,000.
Contents - blanket for location 1 and 2	All-Risk / \$100. ded.	380,000.
Contents - any other location		10,000.
Transit - stock or equipment		2,500.
Accounts Receivable		100,000. limit
Valuable Papers		10,000. limit
Comprehensive General Liability	634 Reese Place, Burbank, Ca.	\$300/300 & 50,000
General Liability	Premises Operations, incl.: Personal Injury, O.C.P., Blanket Contractual &	\$300/300 & 50,000
MORTGAGEE OR LOSS PAYEE:	Auto Non- Ownership	FOLLOWING CLAUSES, SPECIAL CONDITIONS OR ENDORSEMENTS SHALL APPLY TO THIS INSURANCE:
per application - loc. #1 - Mildred Cooke / loc. #2	- Peterson Baby Products	
Binder Sent To: <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Mortgagee or L/P <input checked="" type="checkbox"/> Other - additional insureds		

Effective: FROM: 12:01 ~~PM~~ March 1 19 76 TO 12:01 A.M. April 1 19 76

It is expressly stipulated that this binder is issued (1) subject to all the terms and conditions of the policy regularly issued by the Company in the state in which the operation or property is located, which policy is hereby made a part hereof to the same extent as if fully set forth herein, (2) and to the payment of premium based on published or manual rules and rates which premium, in the event of loss before expiration of this binder, shall be fixed at the earned premium for the insurance afforded.

It is a condition of this binder that whenever the Policy of this Company is issued in lieu of its undertaking under this binder, its obligations hereunder shall cease and be void; provided, however, that this binder shall not continue in force beyond the expiration date stated herein. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company.

This Binder may be cancelled at any time by the Insured by its surrender to the Company or to this agent, or by giving notice to the Company or to this agent when thereafter the cancellation shall be effective. The Binder may be cancelled by the Company, or by this agent in behalf of the Company, by mailing to the Insured, at the address shown above, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient notice. The effective date of cancellation stated in the notice shall become the end of the binder period. Delivery of written notice shall be equivalent to mailing.

When more than one Company is named in this binder, the above stipulations apply separately to each Company.

A premium will be charged for this binder.

COUNTERSIGNED at: HAWTHORNE, CALIF.

Dated:

3-1-76

By LAVEN INSURANCE
Albert L. Laven



ENDORSEMENT

DATED 3-1-76	ATTACHED TO AND FORMING PART OF Binder No. 0642	POLICY NO. xxxxxx	NAME OF INSURANCE COMPANY FIREMANS FUND INSURANCE CO.
FLEETWOOD MACHINE PRODUCTS, INC.			ISSUED TO (INSURED'S NAME & MAILING ADDRESS)
AGENCY AT HAWTHORNE, CA.		SIGNED <i>Albert Laven</i> LAVEN INSURANCE AGENT	
COMMENCEMENT OF POLICY 2-1-76	xxxx binder	EXPIRATION OF POLICY 3-1-76	EFFECTIVE DATE OF THIS ENDORSEMENT 3-1-76

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM
	FIRE ECE				

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

Name of Insured	Inception Date	Expiration Date	Term	Amount	Rate	Premium	Description of Property Covered	Description of Location of Property	Description of Kind of Roof	Mortgagee or Payee
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IS CORRECTED OR CHANGED TO READ AS FOLLOWS

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS BINDER IS HEREBY
EXTENDED (30) DAYS AND THE EXPIRATION DATE IS AMENDED TO
READ:

April 1, 1976

*Consent by.....
Insured

*Consent by.....
Mortgagee or Payee

*Not required unless policy is reduced or restricted by this endorsement.



ENDORSEMENT

DATED 3-30-76	ATTACHED TO AND FORMING PART OF Binder No. 0642	NAME OF INSURANCE COMPANY FIREMANS FUND INS.
FLEETWOOD MACHINE PRODUCTS, INC.		ISSUED TO (INSURED'S NAME & MAILING ADDRESS)
AGENCY AT HAWTHORNE, CA.	SIGNED LAVEN INSURANCE <i>[Signature]</i>	
COMMENCEMENT OF POLICY 2-1-76	EXPIRATION OF POLICY 4-1-76	EFFECTIVE DATE OF THIS ENDORSEMENT 4-1-76

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM
	FIRE ECE				

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

<input type="checkbox"/> Name of Insured	<input type="checkbox"/> Inception Date	<input type="checkbox"/> Expiration Date	<input checked="" type="checkbox"/> Term	<input type="checkbox"/> Amount	<input type="checkbox"/> Rate	<input type="checkbox"/> Premium	<input type="checkbox"/> Description of Property Covered	<input type="checkbox"/> Description of Location of Property	<input type="checkbox"/> Description of Kind of Roof	<input type="checkbox"/> Mortgagee or Payee
--	---	--	--	---------------------------------	-------------------------------	----------------------------------	--	--	--	---

IS CORRECTED OR CHANGED TO READ AS FOLLOWS

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS BINDER IS
HEREBY EXTENDED (30) THIRTY DAYS AND THE EXPIRATION DATE
IS AMENDED TO READ:

May 1st, 1976

*Consent by.....
Insured

*Consent by.....
Mortgagee or Payee

*Not required unless policy is reduced or restricted by this endorsement.

INVOICE	
DATE	EXPIRATION DATE
5-28-76	3-1-79*
COMPANY	
FIREMAN'S FUND INS.	
AMOUNT	PREMIUM
	\$ 9,071.00

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	AMOUNT	PREMIUM
3-1-76	MXP 2894355	MULTI-PERIL PACKAGE POLICY Annual Installment		\$ 9,071.00
RENEWAL OF		* next installment due 3-1-77		

LAVEN INSURANCE, INC.

13453 S. HAWTHORNE BLVD. HAWTHORNE, CALIFORNIA
973-2000 772-4242

POLICY CHANGE ACKNOWLEDGMENT

Name Insured: Fleetwood Machine Products, Inc., et al

Mailing Address: 11447 Vanowen Street
North Hollywood, California 91605

Effective Date
of Changes: Various

Company: Fireman's Fund Santa Ana
Policy Number: MXP 2894355

Your policy is amended as set forth herein.
An endorsement will be issued shortly.

Effective June 22, 1976

1. Please increase blanket coverage on buildings to \$126,000.00 and add the following location: 11433 Vanowen (building owned by Fleetwood Machine Products, Inc.).
2. Please increase the Block limit to \$500,000.00 and add the following location: 11433 Vanowen, North Hollywood, Calif.
3. Add the following address to the earnings schedule: 11433 Vanowen, North Hollywood, Cal.

Effective July 25, 1976

Please increase the Block limit to \$575,000.00.

Thank you,
LAVEN INSURANCE, INC.

Date: 6/22/76

By: Carter Gage/mk

**CALIFORNIA
STANDARD FORM FIRE INSURANCE POLICY**



01 FIREMAN'S FUND	INSURANCE COMPANY	SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN	INSURANCE COMPANY	NEWARK, NEW JERSEY
07 NATIONAL SURETY	CORPORATION	CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY	CORPORATION	SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE	INSURANCE COMPANY	SAINT LOUIS, MISSOURI

POLICY PROVISIONS — PART 1

**THE COMPANY
DESIGNATED ON THE DECLARATIONS PAGE**
(A Stock Insurance Company, herein called this Company)

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium, this Company, for the term of years from inception date At 12:01 A.M. (Standard Time) to expiration date At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the amount(s) specified in the Declarations, does insure the insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED**, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.
This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

NEP 289 43 55 "A"

2-17-

INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE, ZIP)

FLINTWOOD MACHINE PRODUCTS, INC.,
ETAL AS PER FORM 100009
11447 VANOWEN ST.
NO. HOLLYWOOD, CA.

01 FIREMAN'S FUND INSURANCE COMPANY
 18 THE AMERICAN INSURANCE COMPANY
 07 NATIONAL SURETY CORPORATION
 13 ASSOCIATED INDEMNITY CORPORATION
 15 AMERICAN AUTOMOBILE INSURANCE COMPANY

Policy

Term: **3-1-76** **3** **3-1-79**
 INCEPTION (Mo., Day, Yr.) YEARS EXPIRATION (Mo., Day, Yr.)

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

Item No.	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show address (No., Street, City, County, State, Zip Code), construction, type of roof and occupancy of building(s) covered or containing property covered. If occupied as a dwelling state if building is a seasonal or farm dwelling and if siding is aluminum or plastic. If commercial state exact nature of product (and whether manufacturer, wholesaler or retailer) or the service or activity involved.	Pro-tection Class	Dwelling Business Only			
			No. of Families	Feet From Hydrant	Miles From Fire Dept.	Zone
1.	BLANKET ON BUILDINGS OCCUPIED AS MACHINE SHOP OPERATIONS: SITUATED: 11439, 11447 & 11449 VANOWEN NORTH HOLLYWOOD, CA.					
2.	ON A CLASS "D" BUILDING OCCUPIED AS ELECTRICAL PARTS MFG. SITUATED: 6839 TEJUNGA AVE NO. HOLLYWOOD, CA.					

Item No.	PERIL(S) INSURED AGAINST AND COVERAGE(S) PROVIDED (INSERT NAME OF EACH)	Per Cent of Co-Insurance Applicable	Deductible Amount	Amount of Insurance	Rate	Prepaid or Installment Premium Due At Inception	Installment Premium Due At Each Anniversary
1.	FIRE AND LIGHTNING EXTENDED COVERAGE SECE	90%	100 100 100	\$ 107,500 X X X X	VRS. VRS. VRS.	\$ INCL INCL INCL	\$
2.	FIRE AND LIGHTNING EXTENDED COVERAGE SECE	90%	100 100 100	65,000 X X X X	VRS. VRS. VRS.	INCL INCL INCL	
TOTAL(S)						\$ INCL	\$

TOTAL PREMIUM FOR POLICY TERM PAID IN INSTALLMENTS \$

Subject to Form No(s).

INSERT FORM NUMBER(S) AND EDITION DATE(S)

attached hereto.

78DMS, 202DMS, 479DMS, 372, 100009 (UNIVERSALYER EMT.)

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:
 INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

AS PER FORM 372

DATE OF COUNTERSIGNATURE

4-8-76/20

COUNTERSIGNATURE OF AUTHORIZED AGENT

E.M.

MEMORANDUM OF INSURANCE

5442-6-69

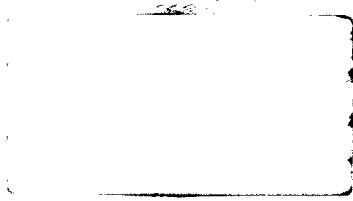
This copy of the above numbered policy is a memorandum of coverage as constituted on the date of the countersignature hereof. It is given as a matter of information only and confers no rights on the holder except as provided in the policy.

NAME INSURED

**FLEETWOOD MACHINE PRODUCTS., INC.; M.W. COOK AND
MILDRED ANNE COOKE, FLEETWOOD ENGINEERING COMPANY, INC.,
AND FLEETWOOD ELECTRONICS, INC.**

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Du Bain</i> PRESIDENT	PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS



UNDERLYER ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY NO. MXP 289 43 55 "A"
MXP 289 43 55

IS AN UNDERLYING POLICY TO MASTER POLICY NO. _____

AND IS TO BE CONSIDERED AS A DUPLICATE ONLY AND NOT AS ADDITIONAL INSURANCE. THE COVERAGES SHOWN IN THIS POLICY ARE IDENTICAL WITH THE COVERAGES IN THE MASTER POLICY, AS RESPECTS THE HEREIN DESCRIBED PROPERTY. ALL PREMIUMS WILL BE PAID FOR AND ACCOUNTED FOR UNDER THE MASTER POLICY.

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS

**REPLACEMENT COST ENDORSEMENT**

(Building(s) Only)

1. In consideration of the application of the Average Clause provisions and the premium of the policy to which this endorsement is attached, the provisions of this policy applicable to building(s) are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy subject, however, in all other respects to the provisions of this endorsement and of the policy to which this endorsement is attached.

2. IF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED DOES NOT CONTAIN A DEFINITION OF THE TERM "BUILDING(S)", THEN THE FOLLOWING DEFINITION SHALL APPLY:

BUILDING: BUILDING OR STRUCTURE IN ITS ENTIRETY, INCLUDING ALL FIXTURES AND MACHINERY USED FOR THE SERVICE OF THE BUILDING ITSELF, PROVIDED SUCH FIXTURES AND MACHINERY ARE CONTAINED IN OR ATTACHED TO AND CONSTITUTE A PART OF THE BUILDING; ADDITIONS IN CONTACT THEREWITH; PLATFORMS, CHUTES, CONVEYORS, BRIDGES, TRESTLES, CANOPIES, GANGWAYS, AND SIMILAR EXTERIOR STRUCTURES ATTACHED THERETO AND LOCATED ON THE DESCRIBED PREMISES, PROVIDED, THAT IF THE SAME CONNECT WITH ANY OTHER BUILDING OR STRUCTURE OWNED BY THE NAMED INSURED, THEN THIS INSURANCE SHALL COVER ONLY SUCH PORTION OF THE SAME SITUATE ON THE DESCRIBED PREMISES AS LIES BETWEEN THE BUILDING COVERED UNDER THIS POLICY AND A POINT MIDWAY BETWEEN IT AND SUCH OTHER BUILDING OR STRUCTURE; ALSO (a) AWNINGS, SIGNS, DOOR AND WINDOW SHADES AND SCREENS, STORM DOORS AND STORM WINDOWS; (b) CLEANING AND FIRE FIGHTING APPARATUS; (c) JANITORS' SUPPLIES, TOOLS AND IMPLEMENTS; (d) MATERIALS AND SUPPLIES INTENDED FOR USE IN CONSTRUCTION, ALTERATIONS OR REPAIRS OF THE BUILDING, PROVIDED, HOWEVER, THAT PROPERTY DESCRIBED IN (a), (b), (c) AND (d) IMMEDIATELY ABOVE MUST BE, AT THE TIME OF ANY LOSS, (1) THE PROPERTY OF THE NAMED INSURED WHO IS THE OWNER OF THE BUILDING; AND (2) USED FOR THE MAINTENANCE OR SERVICE OF THE BUILDING; AND (3) CONTAINED IN OR ATTACHED TO THE BUILDING.

3. THIS COMPANY SHALL NOT BE LIABLE UNDER THIS ENDORSEMENT FOR ANY LOSS—

- (A) OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) OR STRUCTURE(S), UNLESS SUCH LIABILITY HAS BEEN SPECIFICALLY ASSUMED UNDER THIS POLICY;
- (B) UNLESS AND UNTIL THE DAMAGED OR DESTROYED PROPERTY IS ACTUALLY REPAIRED OR REPLACED BY THE INSURED, ON THE SAME PREMISES AND WITH DUE DILIGENCE AND DISPATCH.

4. AS RESPECTS PROPERTY TO WHICH REPLACEMENT COST COVERAGE IS EXTENDED UNDER THIS ENDORSEMENT, THE INSURED MAY ELECT FIRST TO MAKE CLAIM UNDER THIS POLICY IN ACCORDANCE WITH ITS PROVISIONS, DISREGARDING THIS ENDORSEMENT, EXCEPT THAT THE AVERAGE CLAUSE MADE A PART OF THIS POLICY (CHANGED AS PROVIDED BY PARAGRAPH 1 OF THIS ENDORSEMENT) SHALL APPLY IRRESPECTIVE OF THE ELECTION OF THE INSURED AS TO THIS ENDORSEMENT; AND THE INSURED MAY MAKE FURTHER CLAIM FOR ANY ADDITIONAL LIABILITY BROUGHT ABOUT BY THIS ENDORSEMENT IN ACCORDANCE WITH ITS PROVISIONS, PROVIDED THIS COMPANY IS NOTIFIED IN WRITING WITHIN 180 DAYS AFTER LOSS, OF THE INSURED'S INTENT TO MAKE SUCH FURTHER CLAIM.

5. THIS COMPANY'S LIABILITY FOR LOSS ON A REPLACEMENT COST BASIS SHALL NOT EXCEED THE SMALLEST OF THE FOLLOWING AMOUNTS:

- (A) THE AMOUNT OF THIS POLICY APPLICABLE TO THE DAMAGED OR DESTROYED PROPERTY;
- (B) THE REPLACEMENT COST OF THE PROPERTY OR ANY PART THEREOF IDENTICAL WITH SUCH PROPERTY ON THE SAME PREMISES AND INTENDED FOR THE SAME OCCUPANCY AND USE; OR
- (C) THE AMOUNT ACTUALLY AND NECESSARILY EXPENDED IN REPAIRING OR REPLACING SAID PROPERTY OR ANY PART THEREOF.

6. **APPORTIONMENT CLAUSE:** THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY INCLUDING THIS ENDORSEMENT FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF THIS POLICY APPLYING TO THE PROPERTY TO WHICH THIS ENDORSEMENT APPLIES BEARS TO THE TOTAL AMOUNT OF INSURANCE ON SUCH PROPERTY AGAINST THE PERIL INVOLVED, WHETHER OR NOT SUCH OTHER INSURANCE INCLUDES THE EXTENSION OF COVERAGE PROVIDED UNDER THIS ENDORSEMENT, AND WHETHER SUCH OTHER INSURANCE IS COLLECTIBLE OR NOT.

7. IF THE COVERAGE ON PROPERTY UNDER THIS POLICY BE DIVIDED INTO TWO OR MORE ITEMS, ALL OF THE FOREGOING SHALL APPLY SEPARATELY TO EACH ITEM TO WHICH THIS ENDORSEMENT APPLIES.



BUILDING, EQUIPMENT, STOCK AND BLANKET FORM (\$100 DEDUCTIBLE APPLICABLE)

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

DEDUCTIBLE CLAUSE: THE SUM OF \$100 SHALL BE DEDUCTED FROM THE AMOUNT WHICH WOULD OTHERWISE BE RECOVERABLE FOR EACH LOSS SEPARATELY OCCURRING TO PROPERTY COVERED HEREUNDER FROM FIRE, LIGHTNING OR OTHER PERILS INSURED AGAINST BY THIS POLICY, INCLUDING ENDORSEMENTS THERETO, AND THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF SUCH EXCESS. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (OR STRUCTURE) INCLUDING ITS CONTENTS; SEPARATELY TO CONTENTS IN EACH BUILDING (OR STRUCTURE) IF SUCH BUILDING (OR STRUCTURE) IS NOT COVERED HEREUNDER; AND SEPARATELY TO ALL PERSONAL PROPERTY IN THE OPEN.

THIS CLAUSE DOES NOT APPLY TO PROPERTY OR PERILS SUBJECT TO A DEDUCTIBLE GREATER THAN \$100 BY THE PROVISIONS OF ANY FORM OR ENDORSEMENT ATTACHED TO THIS POLICY.

This clause does not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

A. DESCRIPTION OF COVERAGE

When the insurance under this policy covers "Building," "Equipment," "All Property" or "Stock", such insurance shall cover in accordance with the following definitions, ALL SUBJECT TO THE SPECIFIC EXCLUSIONS AND MODIFICATIONS PROVIDED ELSEWHERE IN THIS POLICY:

BUILDING: Building or structure in its entirety, including all fixtures and machinery used for the service of the building itself, provided such fixtures and machinery are contained in or attached to and constitute a part of the building; additions in contact therewith; platforms, chutes, conveyors, bridges, trestles, canopies, gangways, and similar exterior structures attached thereto and located on the described premises, provided, that if the same connect with any other building or structure owned by the named Insured, then this insurance shall cover only such portion of the same situate on the described premises as lies between the building covered under this policy and a point midway between it and such other building or structure; also (a) awnings, signs, door and window shades and screens, storm doors and storm windows; (b) cleaning and fire fighting apparatus; (c) janitors' supplies, tools and implements; (d) materials and supplies intended for use in construction, alterations or repairs of the building. Provided, however, that property described in (a), (b), (c) and (d) immediately above must be, at the time of any loss, (1) the property of the named Insured who is the owner of the building; and (2) used for the maintenance or service of the building; and (3) contained in or attached to the building; and (4) not specifically covered under an item other than the "Building" item of this or any other policy.

EQUIPMENT: Equipment and personal property of every description, and, provided the described building is not owned by the named Insured, "IMPROVEMENTS AND BETTERMENTS." THIS COVERAGE DOES NOT INCLUDE "STOCK" AS DEFINED BELOW NOR PROPERTY COVERED UNDER THE "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

ALL PROPERTY (BLANKET): All property of an insurable nature, both real and personal, now existing or hereafter acquired, EXCEPT "STOCK" AS DEFINED BELOW.

STOCK: Stock of goods, wares and merchandise of every description, manufactured, unmanufactured, or in process of manufacture; materials and supplies which enter into the manufacture, packing, handling, shipping and sale of same; advertising materials; all being the property of the named Insured, or sold but not removed (it being understood that the value of stock sold but not removed shall be the Insured's selling price and that such value shall be considered as actual cash value in the application of any clauses forming a part of this policy); and the Insured's interest in materials, labor and charges furnished, performed on or incurred in connection with the property of others.

B. EXTENSIONS OF COVERAGE

1. ON-PREMISES: Personal property of the kind and nature covered under any item hereof shall be covered under the respective item (a) while in, on, or under sidewalks, streets, platforms, alleyways or open spaces, provided such property (1) is located within fifty (50) feet of the described "Building," or (2) in the case of materials and supplies intended for use in construction, alterations or repairs of the described "Building," is located within one hundred (100) feet of said "Building"; and (b) while in or on cars and vehicles within three hundred (300) feet of the described "Building"; and (c) while in or on barges and scows or other vessels within one hundred (100) feet of the described premises. PROVIDED THAT PROPERTY COVERED BY MARINE, INLAND MARINE OR TRANSPORTATION INSURANCE OF ANY KIND, SHALL NOT BE COVERED UNDER THIS EXTENSION CLAUSE. The word "premises" is substituted above for the word "Building" if property in more than one building is covered blanket under one amount of insurance.

2. OFF-PREMISES: (Applicable only when the eighty per cent (80%) or higher Coinsurance Clause (Average Clause) applies): The Insured may apply up to two percent (2%) of the amount of insurance, BUT NOT EXCEEDING FIVE THOUSAND DOLLARS (\$5,000.00), to cover the described property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED), while temporarily removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL: (a) NOT APPLY TO DWELLING OR FARM PROPERTY; (b) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED; (c) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT; AND (d) IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

3. PROPERTY OF OTHERS: To the extent that the named Insured shall be liable by law for loss thereto or shall prior to loss have specifically assumed liability therefor, any item of this policy covering on personal property shall also cover property of the kind and nature described in such item, at the location(s) herein indicated, held in trust, or on consignment or commission, or on joint account with others, or left for storage or repairs.

4. DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

UNDER EXTENSIONS 1, 2, 3 AND 4 ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING THE PROPERTY AGAINST THE PERIL CAUSING THE LOSS, WHETHER OR NOT SUCH OTHER INSURANCE CONTAINS SUCH EXTENSIONS.

C. EXCLUSIONS

1. IN ADDITION TO PROPERTY EXPRESSLY EXCLUDED FROM COVERAGE BY ANY PROVISION OF THIS FORM OR OTHER ENDORSEMENT ATTACHED TO THIS POLICY, THE FOLLOWING ARE NOT COVERED UNDER ANY ITEM OF THIS POLICY AND ARE TO BE EXCLUDED IN THE APPLICATION OF ANY "AVERAGE CLAUSE" OR "DISTRIBUTION CLAUSE": LAND VALUES; MACHINE SHOP OR FOUNDRY PATTERNS; AIRCRAFT; BOATS; MOTOR VEHICLES LICENSED FOR USE ON PUBLIC THOROUGHFARES; ACCOUNTS, BILLS, CURRENCY, DEEDS, EVIDENCES OF DEBT, MONEY, SECURITIES, BULLION OR MANUSCRIPTS, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE CLAUSE OF THIS FORM TITLED "RECORDS"; LAWNS, TREES, PLANTS OR SHRUBS, UNLESS (a) SPECIFICALLY COVERED UNDER A SEPARATE ITEM OF INSURANCE, OR (b) WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF AND THEN ONLY WHEN OTHERWISE COVERED UNDER AN ITEM OF THIS POLICY.

2. NO ITEM OF THIS POLICY SHALL ATTACH TO OR BECOME INSURANCE UPON ANY PROPERTY, INCLUDED WITHIN THE DESCRIPTION OF SUCH ITEM, WHICH AT THE TIME OF ANY LOSS

- (a) IS MORE SPECIFICALLY DESCRIBED AND COVERED UNDER ANOTHER ITEM OF THIS POLICY, OR UNDER ANY OTHER POLICY CARRIED BY OR IN THE NAME OF THE INSURED NAMED HEREIN (this section (a) not applicable to "blanket" insurance written hereunder at an average blanket rate), OR
- (b) BEING THE PROPERTY OF OTHERS IS COVERED BY INSURANCE CARRIED BY OR IN THE NAME OF OTHERS THAN THE INSURED NAMED HEREIN.

UNTIL THE LIABILITY OF INSURANCE DESCRIBED UNDER (a) OR (b) HAS FIRST BEEN EXHAUSTED, AND SHALL THEN COVER ONLY THE EXCESS OF VALUE OF SUCH PROPERTY OVER AND ABOVE THE AMOUNT PAYABLE UNDER SUCH OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT. THIS CLAUSE SHALL NOT BE APPLICABLE TO PROPERTY OF OTHERS FOR THE LOSS OF WHICH THE INSURED NAMED HEREIN IS LIABLE BY LAW OR HAS PRIOR TO ANY LOSS SPECIFICALLY ASSUMED LIABILITY.

3. LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY. (This clause not applicable to the perils of fire and lightning, see OTHER PROVISIONS).

4. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS

- (a) RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE ENSUES AND, IF FIRE DOES ENSUE, THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF LOSS CAUSED BY SUCH ENSUING FIRE.
- (b) CAUSED BY OR RESULTING FROM POWER, HEATING OR COOLING FAILURE, UNLESS SUCH FAILURE RESULTS FROM PHYSICAL DAMAGE TO POWER, HEATING OR COOLING EQUIPMENT SITUATED ON PREMISES WHERE THE PROPERTY COVERED IS LOCATED, CAUSED BY THE PERIL(S) INSURED AGAINST. HOWEVER, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS SPECIFICALLY EXCLUDED UNDER (1) THE RIOT PROVISIONS OF THE EXTENDED COVERAGE ENDORSEMENT, OR (2) THE VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT.
- (c) OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) OR STRUCTURE(S), UNLESS SUCH LIABILITY IS OTHERWISE SPECIFICALLY ASSUMED BY ENDORSEMENT HEREON.

D. CONDITIONS AND LIMITATIONS

1. **AVERAGE CLAUSE (THIS CLAUSE VOID UNLESS PERCENTAGE IS INSERTED ON THE FIRST PAGE OF THIS POLICY)** (The term "Co-Insurance Clause" wherever used in this policy shall be deemed to mean "Average Clause"): IN EVENT OF LOSS TO PROPERTY DESCRIBED IN ANY ITEM OF THIS POLICY AS TO WHICH ITEM A PERCENTAGE FIGURE IS INSERTED ON THE FIRST PAGE OF THIS POLICY, THIS COMPANY SHALL BE LIABLE FOR NO GREATER PROPORTION OF SUCH LOSS THAN THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE PERCENTAGE, SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OF THE ACTUAL CASH VALUE OF THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS, NOR FOR MORE THAN THE PROPORTION WHICH THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE TOTAL INSURANCE ON THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS.

2. **WAIVER OF INVENTORY AND APPRAISEMENT CLAUSE:** If any item of this policy is subject to the conditions of the **Average Clause** (Paragraph 1 hereof), it is also provided that when an aggregate claim for any loss to the property described in any such item of this policy is both less than Five Thousand Dollars (\$5,000.00) and less than two per cent (2%) of the total amount of insurance upon the property described in such item at the time such loss occurs, it shall not be necessary for the Insured to make a special inventory or appraisal of the undamaged property, BUT NOTHING HEREIN CONTAINED SHALL OPERATE TO WAIVE THE APPLICATION OF THE AVERAGE CLAUSE TO ANY SUCH LOSS.

3. **VACANCY AND UNOCCUPANCY PENALTY:** These provisions are applicable only to fire, lightning, and removal relating thereto, and to building(s) and contents as covered.

The conditions of the policy suspending or restricting insurance while the described building is vacant or unoccupied beyond a period of 60 consecutive days are waived but only to the extent as provided for herein.

THE AMOUNT OF LOSS DUE UNDER THIS POLICY SHALL BE REDUCED BY 15 PER CENT WHILE THE INVOLVED BUILDING(S) IS VACANT OR UNOCCUPIED BEYOND A PERIOD OF 60 CONSECUTIVE DAYS. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

Definitions: (a) Vacant — containing no contents pertaining to operations or activities customary to occupancy of the building.
(b) Unoccupied — containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

A building shall not be considered as vacant or unoccupied; (a) While in the course of construction; or (b) While any portion of the building is occupied or in operation; or (c) While any other building owned or used by the Insured and located on the same premises is occupied or in operation.

If the subject of insurance (whether building, contents or both) is of a seasonal nature and the premises are normally unoccupied during certain portions of the year, permission is hereby granted to be unoccupied consistent with seasonal operations (not vacant) but in no event to exceed ten consecutive months.

These provisions will not abrogate or modify other conditions in the policy or in any endorsements attached.

Any penalty provided for herein shall be computed and applied after the application of any other penalty, limit(s) of liability, deductible(s) or other provisions.

4. **RECORDS:** THIS POLICY LIMITS COVERAGE (a) ON BOOKS OF ACCOUNT, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS AND OTHER RECORDS (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING), TO NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL PLUS THE COST OF LABOR INCURRED BY THE INSURED FOR TRANSCRIBING OR COPYING SUCH RECORDS; (b) ON FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING, TO NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

5. IMPROVEMENTS AND BETTERMENTS: "IMPROVEMENTS AND BETTERMENTS" in or to building(s) not owned by the named Insured at any location hereinbefore described, provided such "IMPROVEMENTS AND BETTERMENTS" are covered under this policy as property of the named Insured, are subject to the following provisions:

- (a) The term "Improvements and Betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made or acquired at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.
- (b) The word "Lease" wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.
- (c) In the event Improvements and Betterments are damaged or destroyed during the term of this policy by the perils insured against, THE LIABILITY OF THIS COMPANY SHALL BE DETERMINED AS FOLLOWS:
 - (1) If repaired or replaced at the expense of the Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed Improvements and Betterments.
 - (2) IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER SUCH LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTERMENTS WHICH THE UNEXPIRED TERM OF THE LEASE AT THE TIME OF LOSS BEARS TO THE PERIOD(S) FROM THE DATE(S) SUCH IMPROVEMENTS AND BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.
 - (3) IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE INSURED, THERE SHALL BE NO LIABILITY HEREUNDER.

E. OTHER PROVISIONS

1. LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this policy.

2. BREACH OF WARRANTY CLAUSE: If a breach of any warranty or condition contained in any rider attached to or made a part of this policy shall occur, which breach by the terms of such warranty or condition shall operate to suspend or avoid this insurance, it is agreed that such suspension or avoidance due to such breach, shall be effective only during the continuance of such breach and then only as to the building, fire division, contents therein, or other separate location to which such warranty or condition has reference and in respect of which such breach occurs.

3. SUBROGATION WAIVER CLAUSE: This insurance shall not be invalidated should the Insured waive in writing any or all right of recovery against any party for loss, PROVIDED, HOWEVER, THAT IN THE EVENT THE INSURED WAIVES ONLY A PART OF HIS RIGHTS AGAINST ANY PARTICULAR THIRD PARTY, THIS COMPANY SHALL BE SUBROGATED WITH RESPECT TO ALL RIGHTS OF RECOVERY WHICH THE INSURED MAY RETAIN AGAINST ANY SUCH THIRD PARTY FOR LOSS FROM THE PERILS INSURED AGAINST TO THE EXTENT THAT PAYMENT THEREFOR IS MADE BY THIS COMPANY; ALL SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

- (a) If made before loss has occurred, such agreement may run in favor of any third party;
- (b) IF MADE AFTER LOSS HAS OCCURRED, SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS:
 - (1) A THIRD PARTY INSURED UNDER THIS POLICY; OR
 - (2) A CORPORATION, FIRM, OR ENTITY (a) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETARY INTEREST, OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED; OR
 - (3) A TENANT OF THE NAMED INSURED.

4. PERMITS AND AGREEMENTS CLAUSE: Permission granted: (a) For such use of the premises as is usual and incidental to the business conducted therein and for existing and increased hazards and for change in use or occupancy except as to any specific hazard, use, or occupancy prohibited by the express terms of this policy or by any endorsement thereto; (b) To keep and use all articles and materials, usual and incidental to said business, in such quantities as the exigencies of the business require; (c) For the building(s) to be in course of construction, alteration or repair, all without limit of time but without extending the term of this policy, and to build additions thereto, and this policy, under its respective item(s), shall cover on or in such additions in contact with such building(s).

This insurance shall not be prejudiced: (1) By any act or neglect of the owner of the building(s) if the Insured is not the owner thereof, or by any act or neglect of any occupant of the building(s) (other than the named Insured), when such act or neglect of the owner or occupant is not within the control of the named Insured; (2) By failure of the named Insured to comply with any warranty or condition contained in any form, rider or endorsement attached to this policy with regard to any portion of the premises over which the named Insured has no control; nor (3) shall this insurance be prejudiced by any error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and contents if covered under a single item of insurance.

5. MORTGAGEE CLAUSE: (THIS ENTIRE CLAUSE IS VOID UNLESS NAME OF MORTGAGEE OR TRUSTEE IS INSERTED ON THE FIRST PAGE OF THIS POLICY IN SPACE PROVIDED THEREFOR): If another mortgagee or loss payable endorsement applicable to buildings is separately attached to this policy, such other endorsements shall supersede the provisions of this clause. Loss (if any) under this policy, ON BUILDINGS ONLY, shall be payable to the mortgagee(s), if named as payee(s) on the first page of this policy, as mortgagee(s) under any present or future mortgage upon the property described in and covered by this policy, as interest may appear, and in order of precedence of said mortgages. (a) The terms "mortgagee," "mortgagee" and "mortgagor" wherever used in this clause shall be deemed to include deeds of trust and the respective parties thereto. (b) This insurance, as to the interest of the mortgagee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by the use of the premises for purposes more hazardous than are permitted by this policy. (c) Any mortgagee who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify this Company thereof and shall cause the consent of the Company thereto to be noted on this policy; and in the event of failure so to do, all rights of such mortgagee hereunder shall forthwith terminate. (d) In case the mortgagor or owner shall fail to pay any premium due or to become due under this policy, the mortgagee hereby covenants and agrees to pay the same on demand. The mortgagee also covenants and agrees to pay on demand the premium for any increased hazard for the term of the existence thereof. (e) This Company shall not be liable to the mortgagee for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, under policies issued to, held by, or payable to the mortgagee, whether collective or not. (f) The policy provisions relating to "Mortgagee Interests and Obligations" are specifically referred to and made a part of this clause.

6. LIBERALIZATION CLAUSE: If during the period that insurance is in force under this policy, or within forty-five (45) days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

7. NUCLEAR CLAUSE: THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.

8. DEFERRED PREMIUM PAYMENT PLAN: IF THE INSURED ELECTS TO PAY THE PREMIUM IN EQUAL ANNUAL PAYMENTS AS INDICATED ON THE FIRST PAGE OF THIS POLICY, THE PREMIUM FOR THIS POLICY IS HEREBY MADE SO PAYABLE, PROVIDED THAT NO PAYMENT SHALL BE LESS THAN THE MINIMUM PREMIUM APPLICABLE.

IF THE INSURED IS IN DEFAULT OF ANY SUCH PREMIUM PAYMENT AND THIS COMPANY ELECTS TO CANCEL THIS POLICY, NOTICE OF CANCELLATION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS POLICY, BUT IN SUCH CASE ANY PORTIONS OF THE PREMIUM PREVIOUSLY PAID SHALL BE REFUND BY THIS COMPANY.

POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES. IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

WATER EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

- (a) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;
- (b) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;
- (c) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY EXPLOSION AS INSURED AGAINST HEREUNDER ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

OTHER PROVISIONS:

A claim for loss by any peril insured against by this endorsement shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.

APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INCLUDED IN THIS ENDORSEMENT THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE COVERS AGAINST THE ADDITIONAL PERIL OR PERILS INSURED HEREUNDER, NOR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE. EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS," SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS ENDORSEMENT) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS," AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS ENDORSEMENT AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

PROVISIONS APPLICABLE ONLY WHEN THIS ENDORSEMENT IS ATTACHED TO A POLICY COVERING BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: THE TERM "DIRECT," AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN SUCH POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINST; AND WHILE THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS.

Caution: WHEN THIS ENDORSEMENT IS PURCHASED WITH ONE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

G. VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR THIS COVERAGE IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON AND ONLY WHEN THE EXTENDED COVERAGE ENDORSEMENT IS ALSO MADE EFFECTIVE.

In consideration of the premium for this coverage, and subject to the provisions of this policy and the Extended Coverage Endorsement, the coverage under said Extended Coverage Endorsement is extended to include direct loss by Vandalism and Malicious Mischief.

PROVISIONS APPLICABLE ONLY TO VANDALISM AND MALICIOUS MISCHIEF: The terms "vandalism" and "malicious mischief;" as used herein mean only willful and malicious damage to or destruction of the property covered hereunder.

(1) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF THIRTY (30) CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS COVERAGE; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision be applicable to private dwelling property.

Definitions: (a) Vacant-containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied-containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

(2) **THIS COMPANY SHALL NOT BE LIABLE FOR LOSS:** (a) TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING A PART OF A BUILDING, STRUCTURE OR AN OUTSIDE SIGN; (b) BY PILFERAGE, THEFT, BURGLARY OR LARCENY, EXCEPT THAT THIS COMPANY SHALL BE LIABLE FOR WILLFUL DAMAGE TO THE BUILDING(S) COVERED HEREUNDER CAUSED BY BURGLARS; (c) BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED; OR BY RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) FROM DEPRECIATION, DELAY, DETERIORATION OR LOSS OF MARKET; NOR, UNLESS SPECIFICALLY ENDORSED HEREON, FOR ANY LOSS RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY.



SPECIAL EXTENDED COVERAGE ENDORSEMENT

(For Use Only With Building, Improvements and Betterments, and Time Element Coverages.)

(With Respect to Any Item(s) of This Policy to Which This Endorsement Applies, the Extended Coverage Endorsement (if any) Attached to This Policy is Superseded by This Endorsement.)

PARAGRAPH
NO.

1. **COVERAGE:** In consideration of the premium for this coverage, as shown on the first page of this policy, and subject to the provisions herein and in the policy to which this endorsement is attached including endorsements thereon, THIS POLICY IS EXTENDED TO INSURE AGAINST ALL OTHER RISKS OF DIRECT PHYSICAL LOSS, EXCEPT AS HEREINAFTER PROVIDED.

2. EXCLUSIONS:

THIS POLICY DOES NOT INSURE AGAINST LOSS—

A. BY WEAR AND TEAR, DETERIORATION, RUST OR CORROSION, MOULD, WET OR DRY ROT; INHERENT OR LATENT DEFECT; SMOG; SMOKE, VAPOR OR GAS FROM AGRICULTURAL OR INDUSTRIAL OPERATIONS; MECHANICAL BREAKDOWN, INCLUDING RUPTURE OR BURSTING CAUSED BY CENTRIFUGAL FORCE; SETTLING, CRACKING, SHRINKAGE, BULGING OR EXPANSION OF PAVEMENTS, FOUNDATIONS, WALLS, FLOORS, ROOFS OR CEILINGS; ANIMALS, BIRDS, VERMIN, TERMITES OR OTHER INSECTS; UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

B. CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY EARTH MOVEMENT, INCLUDING BUT NOT LIMITED TO EARTHQUAKE, LANDSLIDE, MUDFLOW, EARTH SINKING, EARTH RISING OR SHIFTING; UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

C. CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

- (1) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;
- (2) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;
- (3) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

D. BY THEFT OF ANY PROPERTY WHICH AT THE TIME OF LOSS IS NOT AN INTEGRAL PART OF A BUILDING OR STRUCTURE (EXCEPT DIRECT LOSS BY PILLAGE AND LOOTING OCCURRING DURING AND AT THE IMMEDIATE PLACE OF A RIOT OR CIVIL COMMOTION), UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES FROM THEFT OR ATTEMPTED THEFT, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

E. BY UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF ANY PROPERTY, OR SHORTAGE DISCLOSED ON TAKING INVENTORY; OR CAUSED BY ANY WILFUL OR DISHONEST ACT OR OMISSION OF THE INSURED OR ANY ASSOCIATE, EMPLOYEE OR AGENT OF ANY INSURED.

F. BY VANDALISM, MALICIOUS MISCHIEF, THEFT OR ATTEMPTED THEFT, IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF 30 CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS ENDORSEMENT, UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

G. OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDINGS OR STRUCTURES.

THIS POLICY DOES NOT INSURE AGAINST LOSS TO—

H. PLUMBING, HEATING, AIR CONDITIONING OR OTHER EQUIPMENT OR APPLIANCES (EXCEPT FIRE PROTECTIVE SYSTEMS), OR FOR LOSS BY LEAKAGE OR OVERFLOW FROM SUCH EQUIPMENT OR APPLIANCES, CAUSED BY OR RESULTING FROM FREEZING WHILE THE DESCRIBED BUILDING(S) IS VACANT OR UNOCCUPIED, UNLESS THE INSURED SHALL HAVE EXERCISED DUE DILIGENCE WITH RESPECT TO MAINTAINING HEAT IN THE BUILDING(S) OR UNLESS SUCH EQUIPMENT AND APPLIANCES HAD BEEN DRAINED AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY OR UNOCCUPANCY.

I. STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, CAUSED BY ANY CONDITION OR OCCURRENCE WITHIN SUCH BOILERS, PIPES, TURBINES OR ENGINES (EXCEPT DIRECT LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN THE FIREBOX, OR COMBUSTION CHAMBER, OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM); AND THIS POLICY DOES NOT INSURE AGAINST LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, (EXCEPT DIRECT LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN THE FIREBOX, OR COMBUSTION CHAMBER, OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM), IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED, OR FOR ANY ENSUING LOSS EXCEPT BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

J. HOT WATER BOILERS OR TO OTHER EQUIPMENT FOR HEATING WATER, CAUSED BY ANY CONDITION OR OCCURRENCE WITHIN SUCH BOILERS OR EQUIPMENT, OTHER THAN AN EXPLOSION.

K. ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING, CAUSED BY ARTIFICIALLY GENERATED ELECTRICAL CURRENTS, UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

L. GLASS, UNLESS CAUSED BY FIRE, LIGHTNING, WIND, HAIL, AIRCRAFT, VEHICLES, DISCHARGE FROM FIRE PROTECTIVE OR BUILDING SERVICE EQUIPMENT, EXPLOSION, RIOT OR CIVIL COMMOTION, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

HEADS, PIERS, WHARVES OR DOCKS, WHEN COVERED UNDER THIS POLICY, CAUSED BY FREEZING OR THAWING, IMPACT OF WATER CRAFT, OR BY THE PRESSURE OR WEIGHT OF ICE OR WATER WHETHER DRIVEN BY WIND OR NOT.

N. METAL SMOKESTACKS NOR, WHEN OUTSIDE OF BUILDINGS, TO AWNINGS OR CANOPIES (FABRIC OR SLAT) INCLUDING THEIR SUPPORTS, SIGNS, RADIO OR TELEVISION ANTENNAS INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS, CAUSED BY ICE, SNOW OR SLEET, NOR BY WIND OR HAIL UNLESS LIABILITY THEREFOR IS ASSUMED IN THE FORM ATTACHED TO THIS POLICY OR BY ENDORSEMENT HEREON.

O. LAWNS, TREES, SHRUBS OR PLANTS, WHEN COVERED UNDER THIS POLICY, UNLESS CAUSED BY FIRE, LIGHTNING, AIRCRAFT, EXPLOSION, RIOT OR CIVIL COMMOTION, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

P. THE INTERIOR OF BUILDINGS, CAUSED BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS: (1) THE BUILDING(S) SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN THIS COMPANY SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL; OR (2) SUCH LOSS RESULTS FROM FIRE, LIGHTNING, AIRCRAFT, VEHICLES, EXPLOSION, RIOT OR CIVIL COMMOTION, VANDALISM OR MALICIOUS MISCHIEF, TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

Q. BUILDINGS OR STRUCTURES IN PROCESS OF CONSTRUCTION, INCLUDING MATERIALS AND SUPPLIES THEREFOR, WHEN COVERED UNDER THIS POLICY, UNLESS CAUSED BY FIRE, LIGHTNING, WIND, HAIL, AIRCRAFT, VEHICLES, SMOKE, EXPLOSION, RIOT OR CIVIL COMMOTION, VANDALISM OR MALICIOUS MISCHIEF, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

R. ANY PROPERTY UNDERGOING ALTERATIONS, REPAIRS, INSTALLATIONS OR SERVICING, INCLUDING MATERIALS AND SUPPLIES THEREFOR, IF DIRECTLY ATTRIBUTABLE TO THE OPERATIONS OR WORK BEING PERFORMED THEREON, UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

WAR RISK EXCLUSION (THIS CLAUSE APPLIES TO ALL PERILS EXCEPT FIRE AND LIGHTNING, WHICH PERILS ARE OTHERWISE PROVIDED FOR IN THIS POLICY): THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (a) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

NUCLEAR EXCLUSION (THIS CLAUSE APPLIES TO ALL PERILS EXCEPT FIRE AND LIGHTNING, WHICH PERILS ARE OTHERWISE PROVIDED FOR IN THE NUCLEAR CLAUSE ATTACHED TO THIS POLICY): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY.

3. OTHER PROVISIONS:

A. THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.

B. If this policy covers on two or more items, this endorsement shall apply separately to each item to which this endorsement applies.

C. A claim for loss under this endorsement, except as provided under Exclusions F. and H., shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

Definitions: (a) Vacant—containing no contents pertaining to operations or activities customary to occupancy of the building.

(b) Unoccupied—containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

D. The term "riot or civil commotion," as used in Paragraphs 2.L., 2.O., 2.P., and 2.Q., shall include direct loss by acts of striking employees of the owner or tenant(s) of the described buildings while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot or civil commotion.

4. **APPORTIONMENT:** THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INSURED AGAINST BY THIS ENDORSEMENT THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE INSURES AGAINST THE ADDITIONAL PERIL OR PERILS INSURED AGAINST HEREUNDER, NOR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE; EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS," SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS FORM) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE, THE WORDS "JOINT LOSS," AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS FORM AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

5. **PROVISIONS APPLICABLE ONLY WHEN THIS ENDORSEMENT IS ATTACHED TO A POLICY COVERING BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS:** THE TERM "DIRECT," AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN SUCH POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINST; AND WHILE THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS.

1 **Concealment, fraud.** This entire policy shall be void if, whether
2 before or after a loss, the insured has willfully concealed or mis-
3 represented any material fact or circumstance concerning this
4 insurance or the subject thereof, or the interest of the insured
5 therein, or in case of any fraud or false swearing by the insured
6 relating thereto.

7 **Uninsurable and excepted property.** This policy shall not cover
8 accounts, bills, currency, deeds, evidences of debt, money or
9 securities; nor, unless specifically named hereon in writing,
10 bullion or manuscripts.

11 **Perils not included.** This company shall not be liable for loss by
12 fire or other perils insured against in this policy caused, directly
13 or indirectly, by: (a) enemy attack by armed forces, including
14 action taken by military, naval or air forces in resisting an actual
15 or an immediately impending enemy attack; (b) invasion;
16 (c) insurrection; (d) rebellion; (e) revolution; (f) civil war;
17 (g) usurped power; (h) order of any civil authority except acts
18 of destruction at the time of and for the purpose of preventing the
19 spread of fire, provided that such fire did not originate from any
20 of the perils excluded by this policy; (i) neglect of the insured to
21 use all reasonable means to save and preserve the property at
22 and after a loss, or when the property is endangered by fire in
23 neighboring premises; (j) nor shall this company be liable for
24 loss by theft.

25 **Other Insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by endorsement attached
27 hereto.

28 **Conditions suspending or restricting insurance.** Unless otherwise
29 provided in writing added hereto this company shall not be liable
30 for loss occurring (a) while the hazard is increased by any
31 means within the control or knowledge of the insured; or (b)
32 while a described building, whether intended for occupancy by
33 owner or tenant, is vacant or unoccupied beyond a period of
34 60 consecutive days; or (c) as a result of explosion or riot,
35 unless fire ensue, and in that event for loss by fire only.

36 **Other perils or subjects.** Any other peril to be insured against
37 or subject of insurance to be covered in this policy shall be by
38 endorsement in writing hereon or added hereto.

39 **Added provisions.** The extent of the application of insurance
40 under this policy and of the contribution to be made by this com-
41 pany in case of loss, and any other provision or agreement not in-
42 consistent with the provisions of this policy, may be provided for
43 in writing added hereto, but no provision may be waived except
44 such as by the terms of this policy or by statute is subject to
45 change.

46 **Waiver provisions.** No permission affecting this insurance shall
47 exist, or waiver of any provision be valid, unless granted herein
48 or expressed in writing added hereto. No provision, stipulation
49 or forfeiture shall be held to be waived by any requirement or
50 proceeding on the part of this company relating to appraisal or
51 to any examination provided for herein.

52 **Cancellation of policy.** This policy shall be canceled at any time
53 at the request of the insured, in which case this company shall,
54 upon demand and surrender of this policy, refund the excess of
55 paid premium above the customary short rates for the expired
56 time. This policy may be canceled at any time by this company
57 by giving to the insured a five days' written notice of cancellation
58 with or without tender of the excess of paid premium above the
59 pro rata premium for the expired time, which excess, if not ten-
60 dered, shall be refunded on demand. Notice of cancellation
61 shall state that said excess premium (if not tendered) will be
62 refunded on demand.

63 **Mortgagee interests and obligations.** If loss hereunder is made
64 payable, in whole or in part, to a designated mortgagee not
65 named herein as the insured, such interest in this policy may be
66 canceled by giving to such mortgagee a 10 days' written notice
67 of cancellation.

68 If the insured fails to render proof of loss such mortgagee, upon
69 notice, shall render proof of loss in the form herein specified
70 within sixty (60) days thereafter and shall be subject to the pro-
71 visions hereof relating to appraisal and time of payment and of
72 bringing suit. If this company shall claim that no liability existed
73 as to the mortgagor or owner, it shall, to the extent of payment
74 of loss to the mortgagee, be subrogated to all the mortgagee's
75 rights of recovery, but without impairing mortgagee's right to
76 sue; or it may pay off the mortgage debt and require an assign-
77 ment thereof and of the mortgage. Other provisions relating to
78 the interests and obligations of such mortgagee may be added
79 hereto by agreement in writing.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

Robert P. J. Conroy
SECRETARY

Myron Du Bain
PRESIDENT

80 **Pro rata liability.** This company shall not be liable for a
81 greater proportion of any loss than the amount hereby insured
82 shall bear to the whole insurance covering the property against
83 the peril involved, whether collectible or not.

84 **Requirements in case loss occurs.** The insured shall give writ-
85 ten notice to this company of any loss without unnecessary de-
86 lay, protect the property from further damage, forthwith sepa-
87 rate the damaged and undamaged personal property, put it in
88 the best possible order, furnish a complete inventory of the de-
89 stroyed, damaged and undamaged property, showing in detail
90 quantities, costs, actual cash value and amount of loss claimed;
91 and within 60 days after the loss, unless such time is extended
92 in writing by this company, the insured shall render to this com-
93 pany a proof of loss, signed and sworn to by the insured, stating
94 the knowledge and belief of the insured as to the following: the
95 time and origin of the loss, the interest of the insured and of all
96 others in the property, the actual cash value of each item thereof
97 and the amount of loss thereto, all encumbrances thereon, all
98 other contracts of insurance, whether valid or not, covering any
99 of said property, any changes in the title, use, occupation, loca-
100 tion, possession or exposures of said property since the issuing of
101 this policy, by whom and for what purpose any building herein
102 described and the several parts thereof were occupied at the
103 time of loss and whether or not it then stood on leased ground,
104 and shall furnish a copy of all the descriptions and schedules in
105 all policies and, if required and obtainable, verified plans and
106 specifications of any building, fixtures or machinery de-
107 stroyed or damaged. The insured, as often as may be reason-
108 ably required, shall exhibit to any person designated by this
109 company all that remains of any property herein described, and
110 submit to examinations under oath by any person named by this
111 company, and subscribe the same, and, as often as may be rea-
112 sonably required, shall produce for examination all books of
113 account, bills, invoices and other vouchers, or certified copies
114 thereof if originals be lost, at such reasonable time and place as
115 may be designated by this company or its representative, and
116 shall permit extracts and copies thereof to be made.

117 **Appraisal.** In case the insured and this company shall fail to
118 agree as to the actual cash value or the amount of loss, then, on
119 the written demand of either, each shall select a competent and
120 disinterested appraiser and notify the other of the appraiser
121 selected within 20 days of such demand. The appraisers
122 shall first select a competent and disinterested umpire; and fail-
123 ing for 15 days to agree upon such umpire, then, on request of
124 the insured or this company, such umpire shall be selected by a
125 judge of a court of record in the state in which the property cov-
126 ered is located. The appraisers shall then appraise the loss,
127 stating separately actual cash value and loss to each item; and,
128 failing to agree, shall submit their differences, only, to the um-
129 pire. An award in writing, so itemized, of any two when filed
130 with this company shall determine the amount of actual cash
131 value and loss. Each appraiser shall be paid by the party
132 selecting him and the expenses of appraisal and umpire shall
133 be paid by the parties equally.

134 **Company's options.** It shall be optional with this company to
135 take all, or any part, of the property at the agreed or appraised
136 value, and also to repair, rebuild or replace the property
137 destroyed or damaged with other of like kind and quality
138 within a reasonable time, on giving notice of its intention so to
139 do within 30 days after the receipt of the proof of loss herein
140 required.

141 **Abandonment.** There can be no abandonment to this com-
142 pany of any property.

143 **When loss payable.** The amount of loss for which this com-
144 pany may be liable shall be payable 60 days after proof of
145 loss, as herein provided, is received by this company and ascer-
146 tainment of the loss is made either by agreement between the
147 insured and this company expressed in writing or by the filing
148 with this company of an award as herein provided.

149 **Suit.** No suit or action on this policy for the recovery of any
150 claim shall be sustainable in any court of law or equity unless
151 all the requirements of this policy shall have been complied
152 with, and unless commenced within 12 months next after
153 inception of the loss.

154 **Subrogation.** This company may require from the insured
155 an assignment of all right of recovery against any party for
156 loss to the extent that payment therefor is made by this
157 company.

CALIFORNIA STANDARD FORM FIRE INSURANCE POLICY



01 FIREMAN'S FUND INSURANCE COMPANY	SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN INSURANCE COMPANY	NEWARK, NEW JERSEY
07 NATIONAL SURETY CORPORATION	CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY CORPORATION	SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE INSURANCE COMPANY	SAINT LOUIS, MISSOURI

THE COMPANY
DESIGNATED ON THE DECLARATIONS PAGE
(A Stock Insurance Company, herein called this Company)

POLICY PROVISIONS — PART 1

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium, this Company, for the term of years from inception date At 12:01 A.M. (Standard Time) to expiration date At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the amount(s) specified in the Declarations, does insure the insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

BRANCH	PRODUCER'S CODE 25 04 601 054	NAME AND LOCATION LAVEN INSURANCE, INC. HAWTHORNE, CA.	PREVIOUS POLICY NUMBER NEW	UND. GROUP C
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01 COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER, A STOCK INSURANCE COMPANY (HEREIN CALLED THIS COMPANY)

MXP 289 43 55 "A"

2-17-XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE, ZIP)

FLEETWOOD MACHINE PRODUCTS, INC.,
ETAL AS PER FORM 180009
11447 VANOWEN ST.
NO. HOLLYWOOD, CA.

PART 2: THIS DECLARATIONS PAGE, WITH "POLICY PROVISIONS—PART 1" AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE BELOW NUMBERED CALIFORNIA STANDARD FORM FIRE INSURANCE POLICY.

01 FIREMAN'S FUND INSURANCE COMPANY
18 THE AMERICAN INSURANCE COMPANY
07 NATIONAL SURETY CORPORATION
13 ASSOCIATED INDEMNITY CORPORATION
15 AMERICAN AUTOMOBILE INSURANCE COMPANY

Policy Term: 3-1-76 3 3-1-79
INCEPTION (Mo., Day, Yr.) YEARS EXPIRATION (Mo., Day, Yr.)

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AGENT PLEASE SHOW RATE OF COMMISSION	COMM.
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Item No.	DESCRIPTION AND LOCATION OF PROPERTY COVERED <small>Show address (No., Street, City, County, State, Zip Code), construction, type of roof and occupancy of building(s) covered or containing property covered. If occupied as a dwelling state if building is a seasonal or farm dwelling and if siding is aluminum or plastic. If commercial state exact nature of product (and whether manufacturer, wholesaler or retailer) or the service or activity involved.</small>	Pro-tection Class	Dwelling Business Only			
			No. of Families	Feet From Hydrant	Miles From Fire Dept.	Zone
1.	BLANKET ON BUILDINGS OCCUPIED AS MACHINE SHOP OPERATIONS: SITUATED: 11439, 11447 & 11449 VANOWEN NORTH HOLLYWOOD, CA.					
2.	ON A CLASS "D" BUILDING OCCUPIED AS ELECTRICAL PARTS MFG. SITUATED: 6859 TULJINGA AVE NO. HOLLYWOOD, CA.					



Item No.	PERIL(S) INSURED AGAINST AND COVERAGE(S) PROVIDED (INSERT NAME OF EACH)	Per Cent of Co-Insurance Applicable	Deductible Amount	Amount of Insurance	Rate	Prepaid or Installment Premium Due At Inception	Installment Premium Due At Each Anniversary
1.	FIRE AND LIGHTNING EXTENDED COVERAGE SECE	90%	100 100 100	\$ 107,500 X X X X	VRS. VRS. VRS.	\$ INCL INCL INCL	\$
2.	FIRE AND LIGHTNING EXTENDED COVERAGE SECE	90%	100 100 100	65,000 X X X X	VRS. VRS. VRS.	INCL INCL INCL	

TOTAL(S) \$ INCL \$

TOTAL PREMIUM FOR POLICY TERM PAID IN INSTALLMENTS \$

Subject to Form No(s). INSERT FORM NUMBER(S) AND EDITION DATE(S) attached hereto.
782MS, 2028MS, 475MS, 372, 180009(UNDERLYER ENDT.)

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:
INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

AS PER FORM 372

DATE OF COUNTERSIGNATURE

4-8-76/rs

LAVEN INSURANCE, INC.
BY:

NAME INSURED

**FLEETWOOD MACHINE PRODUCTS., INC.; M.W. COOK AND
MILDRED ANNE COOKE, FLEETWOOD ENGINEERING COMPANY, INC.,
AND FLEETWOOD ELECTRONICS, INC.**

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Du Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS



(Nov. 1950)

**MORTGAGEE CLAUSE**

THIS MORTGAGEE CLAUSE IS TO BE ATTACHED ONLY TO POLICIES COVERING BUILDING(S).
NOT MORE THAN ONE MORTGAGEE CLAUSE SHOULD BE ATTACHED TO ANY POLICY

DATED	ATTACHED TO AND FORMING PART OF	POLICY NO.	NAME OF INSURANCE COMPANY
			{ ISSUED TO (INSURED'S NAME & MAILING ADDRESS)
AGENCY AT		SIGNED	
		AGENT	

SUBJECT TO THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THIS RIDER, LOSS (IF ANY) UNDER THIS POLICY, ON BUILDINGS ONLY, SHALL BE PAYABLE:

To..... **FIRST: WILFRED J. TURCOTT & JUDITH**
HUSBAND AND WIFE AS JOINT TENANTS
 whose mailing address is..... **1906 N. MAPLE ST.**
BURBANK, CALIF.

To..... **MILLWOOD W. COOKE & MILDRED A. COOKE**
 ✓ **SECOND: HUSBAND & WIFE AS JOINT TENANTS**
 whose mailing address is..... **C/O FLEETWOOD MACHINE PROD.**
11447 VANOWEN ST., NO. HOLLYWOOD, CA.

To.....
 whose mailing address is.....

AS MORTGAGEE(S) UNDER ANY PRESENT OR FUTURE MORTGAGE UPON THE PROPERTY DESCRIBED IN AND COVERED BY THIS POLICY, AS INTEREST MAY APPEAR, AND IN ORDER OF PRECEDENCE OF SAID MORTGAGES.

PARAGRAPH
NO.

1. THE TERMS "MORTGAGE", "MORTGAGEE" AND "MORTGAGOR" WHEREVER USED IN THIS RIDER SHALL BE DEEMED TO INCLUDE DEEDS OF TRUST AND THE RESPECTIVE PARTIES THERETO.

2. THIS INSURANCE, AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN, SHALL NOT BE INVALIDATED BY ANY ACT OR NEGLECT OF THE MORTGAGOR OR OWNER OF THE DESCRIBED PROPERTY, NOR BY THE USE OF THE PREMISES FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY.

3. ANY MORTGAGEE WHO SHALL HAVE OR ACQUIRE KNOWLEDGE THAT THE PREMISES ARE BEING USED FOR PURPOSES MORE HAZARDOUS THAN ARE PERMITTED BY THIS POLICY OR THAT THE PREMISES HAVE BEEN VACANT OR UNOCCUPIED BEYOND THE PERIOD PERMITTED BY THIS POLICY, SHALL FORTHWITH NOTIFY THIS COMPANY THEREOF AND SHALL CAUSE THE CONSENT OF THE COMPANY THERETO TO BE NOTED ON THIS POLICY; AND IN THE EVENT OF FAILURE SO TO DO, ALL RIGHTS OF SUCH MORTGAGEE HEREUNDER SHALL FORTHWITH TERMINATE.

4. IN CASE THE MORTGAGOR OR OWNER SHALL FAIL TO PAY ANY PREMIUM DUE OR TO BECOME DUE UNDER THIS POLICY, THE MORTGAGEE HEREBY COVENANTS AND AGREES TO PAY THE SAME ON DEMAND. THE MORTGAGEE ALSO COVENANTS AND AGREES TO PAY ON DEMAND THE PREMIUM FOR ANY INCREASED HAZARD FOR THE TERM OF THE EXISTENCE THEREOF.

5. THIS COMPANY SHALL NOT BE LIABLE TO THE MORTGAGEE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT HEREBY INSURED SHALL BEAR TO THE WHOLE INSURANCE COVERING THE PROPERTY AGAINST THE PERIL INVOLVED, UNDER POLICIES ISSUED TO, HELD BY, OR PAYABLE TO THE MORTGAGEE, WHETHER COLLECTIBLE OR NOT.

6. THE POLICY PROVISIONS RELATING TO "MORTGAGEE INTERESTS AND OBLIGATIONS" ARE SPECIFICALLY REFERRED TO AND MADE A PART OF THIS RIDER.

UNDERLYER ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY NO. MXP 289 43 55 "A"

IS AN UNDERLYING POLICY TO MASTER POLICY NO. MXP 289 43 55

AND IS TO BE CONSIDERED AS A DUPLICATE ONLY AND NOT AS ADDITIONAL INSURANCE. THE COVERAGES SHOWN IN THIS POLICY ARE IDENTICAL WITH THE COVERAGES IN THE MASTER POLICY, AS RESPECTS THE HEREIN DESCRIBED PROPERTY. ALL PREMIUMS WILL BE PAID FOR AND ACCOUNTED FOR UNDER THE MASTER POLICY.

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron A. Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS

**REPLACEMENT COST ENDORSEMENT****[Building(s) Only]**

1. In consideration of the application of the Average Clause provisions and the premium of the policy to which this endorsement is attached, the provisions of this policy applicable to building(s) are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy subject, however, in all other respects to the provisions of this endorsement and of the policy to which this endorsement is attached.

2. IF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED DOES NOT CONTAIN A DEFINITION OF THE TERM "BUILDING(S)", THEN THE FOLLOWING DEFINITION SHALL APPLY:

BUILDING: BUILDING OR STRUCTURE IN ITS ENTIRETY, INCLUDING ALL FIXTURES AND MACHINERY USED FOR THE SERVICE OF THE BUILDING ITSELF, PROVIDED SUCH FIXTURES AND MACHINERY ARE CONTAINED IN OR ATTACHED TO AND CONSTITUTE A PART OF THE BUILDING; ADDITIONS IN CONTACT THEREWITH; PLATFORMS, CHUTES, CONVEYORS, BRIDGES, TRESTLES, CANOPIES, GANGWAYS, AND SIMILAR EXTERIOR STRUCTURES ATTACHED THERETO AND LOCATED ON THE DESCRIBED PREMISES, PROVIDED, THAT IF THE SAME CONNECT WITH ANY OTHER BUILDING OR STRUCTURE OWNED BY THE NAMED INSURED, THEN THIS INSURANCE SHALL COVER ONLY SUCH PORTION OF THE SAME SITUATE ON THE DESCRIBED PREMISES AS LIES BETWEEN THE BUILDING COVERED UNDER THIS POLICY AND A POINT MIDWAY BETWEEN IT AND SUCH OTHER BUILDING OR STRUCTURE; ALSO (a) AWNINGS, SIGNS, DOOR AND WINDOW SHADES AND SCREENS, STORM DOORS AND STORM WINDOWS; (b) CLEANING AND FIRE FIGHTING APPARATUS; (c) JANITORS' SUPPLIES, TOOLS AND IMPLEMENTS; (d) MATERIALS AND SUPPLIES INTENDED FOR USE IN CONSTRUCTION, ALTERATIONS OR REPAIRS OF THE BUILDING, PROVIDED, HOWEVER, THAT PROPERTY DESCRIBED IN (a), (b), (c) AND (d) IMMEDIATELY ABOVE MUST BE, AT THE TIME OF ANY LOSS, (1) THE PROPERTY OF THE NAMED INSURED WHO IS THE OWNER OF THE BUILDING; AND (2) USED FOR THE MAINTENANCE OR SERVICE OF THE BUILDING; AND (3) CONTAINED IN OR ATTACHED TO THE BUILDING.

3. THIS COMPANY SHALL NOT BE LIABLE UNDER THIS ENDORSEMENT FOR ANY LOSS—

- (A) OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) OR STRUCTURE(S), UNLESS SUCH LIABILITY HAS BEEN SPECIFICALLY ASSUMED UNDER THIS POLICY;
- (B) UNLESS AND UNTIL THE DAMAGED OR DESTROYED PROPERTY IS ACTUALLY REPAIRED OR REPLACED BY THE INSURED, ON THE SAME PREMISES AND WITH DUE DILIGENCE AND DISPATCH.

4. AS RESPECTS PROPERTY TO WHICH REPLACEMENT COST COVERAGE IS EXTENDED UNDER THIS ENDORSEMENT, THE INSURED MAY ELECT FIRST TO MAKE CLAIM UNDER THIS POLICY IN ACCORDANCE WITH ITS PROVISIONS, DISREGARDING THIS ENDORSEMENT, EXCEPT THAT THE AVERAGE CLAUSE MADE A PART OF THIS POLICY (CHANGED AS PROVIDED BY PARAGRAPH 1 OF THIS ENDORSEMENT) SHALL APPLY IRRESPECTIVE OF THE ELECTION OF THE INSURED AS TO THIS ENDORSEMENT; AND THE INSURED MAY MAKE FURTHER CLAIM FOR ANY ADDITIONAL LIABILITY BROUGHT ABOUT BY THIS ENDORSEMENT IN ACCORDANCE WITH ITS PROVISIONS, PROVIDED THIS COMPANY IS NOTIFIED IN WRITING WITHIN 180 DAYS AFTER LOSS, OF THE INSURED'S INTENT TO MAKE SUCH FURTHER CLAIM.

5. THIS COMPANY'S LIABILITY FOR LOSS ON A REPLACEMENT COST BASIS SHALL NOT EXCEED THE SMALLEST OF THE FOLLOWING AMOUNTS:

- (A) THE AMOUNT OF THIS POLICY APPLICABLE TO THE DAMAGED OR DESTROYED PROPERTY;
- (B) THE REPLACEMENT COST OF THE PROPERTY OR ANY PART THEREOF IDENTICAL WITH SUCH PROPERTY ON THE SAME PREMISES AND INTENDED FOR THE SAME OCCUPANCY AND USE; OR
- (C) THE AMOUNT ACTUALLY AND NECESSARILY EXPENDED IN REPAIRING OR REPLACING SAID PROPERTY OR ANY PART THEREOF.

6. **APPORTIONMENT CLAUSE:** THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY INCLUDING THIS ENDORSEMENT FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF THIS POLICY APPLYING TO THE PROPERTY TO WHICH THIS ENDORSEMENT APPLIES BEARS TO THE TOTAL AMOUNT OF INSURANCE ON SUCH PROPERTY AGAINST THE PERIL INVOLVED, WHETHER OR NOT SUCH OTHER INSURANCE INCLUDES THE EXTENSION OF COVERAGE PROVIDED UNDER THIS ENDORSEMENT, AND WHETHER SUCH OTHER INSURANCE IS COLLECTIBLE OR NOT.

7. IF THE COVERAGE ON PROPERTY UNDER THIS POLICY BE DIVIDED INTO TWO OR MORE ITEMS, ALL OF THE FOREGOING SHALL APPLY SEPARATELY TO EACH ITEM TO WHICH THIS ENDORSEMENT APPLIES.



BUILDING, EQUIPMENT, STOCK AND BLANKET FORM (\$100 DEDUCTIBLE APPLICABLE)

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

DEDUCTIBLE CLAUSE: THE SUM OF \$100 SHALL BE DEDUCTED FROM THE AMOUNT WHICH WOULD OTHERWISE BE RECOVERABLE FOR EACH LOSS SEPARATELY OCCURRING TO PROPERTY COVERED HEREUNDER FROM FIRE, LIGHTNING OR OTHER PERILS INSURED AGAINST BY THIS POLICY, INCLUDING ENDORSEMENTS THERETO, AND THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF SUCH EXCESS. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (OR STRUCTURE) INCLUDING ITS CONTENTS; SEPARATELY TO CONTENTS IN EACH BUILDING (OR STRUCTURE) IF SUCH BUILDING (OR STRUCTURE) IS NOT COVERED HEREUNDER; AND SEPARATELY TO ALL PERSONAL PROPERTY IN THE OPEN.

THIS CLAUSE DOES NOT APPLY TO PROPERTY OR PERILS SUBJECT TO A DEDUCTIBLE GREATER THAN \$100 BY THE PROVISIONS OF ANY FORM OR ENDORSEMENT ATTACHED TO THIS POLICY.

This clause does not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

A. DESCRIPTION OF COVERAGE

When the insurance under this policy covers "Building," "Equipment," "All Property" or "Stock", such insurance shall cover in accordance with the following definitions, ALL SUBJECT TO THE SPECIFIC EXCLUSIONS AND MODIFICATIONS PROVIDED ELSEWHERE IN THIS POLICY:

BUILDING: Building or structure in its entirety, including all fixtures and machinery used for the service of the building itself, provided such fixtures and machinery are contained in or attached to and constitute a part of the building; additions in contact therewith; platforms, chutes, conveyors, bridges, trestles, canopies, gangways, and similar exterior structures attached thereto and located on the described premises, provided, that if the same connect with any other building or structure owned by the named Insured, then this insurance shall cover only such portion of the same situate on the described premises as lies between the building covered under this policy and a point midway between it and such other building or structure; also (a) awnings, signs, door and window shades and screens, storm doors and storm windows; (b) cleaning and fire fighting apparatus; (c) janitors' supplies, tools and implements; (d) materials and supplies intended for use in construction, alterations or repairs of the building. Provided, however, that property described in (a), (b), (c) and (d) immediately above must be, at the time of any loss, (1) the property of the named Insured who is the owner of the building; and (2) used for the maintenance or service of the building; and (3) contained in or attached to the building; and (4) not specifically covered under an item other than the "Building" item of this or any other policy.

EQUIPMENT: Equipment and personal property of every description, and, provided the described building is not owned by the named Insured, "IMPROVEMENTS AND BETTERMENTS." THIS COVERAGE DOES NOT INCLUDE "STOCK" AS DEFINED BELOW NOR PROPERTY COVERED UNDER THE "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

ALL PROPERTY (BLANKET): All property of an insurable nature, both real and personal, now existing or hereafter acquired, EXCEPT "STOCK" AS DEFINED BELOW.

STOCK: Stock of goods, wares and merchandise of every description, manufactured, unmanufactured, or in process of manufacture; materials and supplies which enter into the manufacture, packing, handling, shipping and sale of same; advertising materials; all being the property of the named Insured, or sold but not removed (it being understood that the value of stock sold but not removed shall be the Insured's selling price and that such value shall be considered as actual cash value in the application of any clauses forming a part of this policy); and the Insured's interest in materials, labor and charges furnished, performed on or incurred in connection with the property of others.

B. EXTENSIONS OF COVERAGE

1. ON-PREMISES: Personal property of the kind and nature covered under any item hereof shall be covered under the respective item (a) while in, on, or under sidewalks, streets, platforms, alleyways or open spaces, provided such property (1) is located within fifty (50) feet of the described "Building," or (2) in the case of materials and supplies intended for use in construction, alterations or repairs of the described "Building," is located within one hundred (100) feet of said "Building"; and (b) while in or on cars and vehicles within three hundred (300) feet of the described "Building"; and (c) while in or on barges and scows or other vessels within one hundred (100) feet of the described premises. PROVIDED THAT PROPERTY COVERED BY MARINE, INLAND MARINE OR TRANSPORTATION INSURANCE OF ANY KIND, SHALL NOT BE COVERED UNDER THIS EXTENSION CLAUSE. The word "premises" is substituted above for the word "Building" if property in more than one building is covered blanket under one amount of insurance.

2. OFF-PREMISES: (Applicable only when the eighty per cent (80%) or higher Coinsurance Clause [Average Clause] applies): The Insured may apply up to two percent (2%) of the amount of insurance, BUT NOT EXCEEDING FIVE THOUSAND DOLLARS (\$5,000.00), to cover the described property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED), while temporarily removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL: (a) NOT APPLY TO DWELLING OR FARM PROPERTY; (b) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED; (c) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT; AND (d) IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

3. PROPERTY OF OTHERS: To the extent that the named Insured shall be liable by law for loss thereto or shall prior to loss have specifically assumed liability therefor, any item of this policy covering on personal property shall also cover property of the kind and nature described in such item, at the location(s) herein indicated, held in trust, or on consignment or commission, or on joint account with others, or left for storage or repairs.

4. DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

UNDER EXTENSIONS 1, 2, 3 AND 4 ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING THE PROPERTY AGAINST THE PERIL CAUSING THE LOSS, WHETHER OR NOT SUCH OTHER INSURANCE CONTAINS SUCH EXTENSIONS.

C. EXCLUSIONS

1. IN ADDITION TO PROPERTY EXPRESSLY EXCLUDED FROM COVERAGE BY ANY PROVISION OF THIS FORM OR OTHER ENDORSEMENT ATTACHED TO THIS POLICY, THE FOLLOWING ARE NOT COVERED UNDER ANY ITEM OF THIS POLICY AND ARE TO BE EXCLUDED IN THE APPLICATION OF ANY "AVERAGE CLAUSE" OR "DISTRIBUTION CLAUSE": LAND VALUES; MACHINE SHOP OR FOUNDRY PATTERNS; AIRCRAFT; BOATS; MOTOR VEHICLES LICENSED FOR USE ON PUBLIC THOROUGHFARES; ACCOUNTS, BILLS, CURRENCY, DEEDS, EVIDENCES OF DEBT, MONEY, SECURITIES, BULLION OR MANUSCRIPTS, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THE CLAUSE OF THIS FORM TITLED "RECORDS"; LAWNS, TREES, PLANTS OR SHRUBS, UNLESS (a) SPECIFICALLY COVERED UNDER A SEPARATE ITEM OF INSURANCE, OR (b) WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF AND THEN ONLY WHEN OTHERWISE COVERED UNDER AN ITEM OF THIS POLICY.

2. NO ITEM OF THIS POLICY SHALL ATTACH TO OR BECOME INSURANCE UPON ANY PROPERTY, INCLUDED WITHIN THE DESCRIPTION OF SUCH ITEM, WHICH AT THE TIME OF ANY LOSS

- (a) IS MORE SPECIFICALLY DESCRIBED AND COVERED UNDER ANOTHER ITEM OF THIS POLICY, OR UNDER ANY OTHER POLICY CARRIED BY OR IN THE NAME OF THE INSURED NAMED HEREIN (this section (a) not applicable to "blanket" insurance written hereunder at an average blanket rate), OR
- (b) BEING THE PROPERTY OF OTHERS IS COVERED BY INSURANCE CARRIED BY OR IN THE NAME OF OTHERS THAN THE INSURED NAMED HEREIN.

UNTIL THE LIABILITY OF INSURANCE DESCRIBED UNDER (a) OR (b) HAS FIRST BEEN EXHAUSTED, AND SHALL THEN COVER ONLY THE EXCESS OF VALUE OF SUCH PROPERTY OVER AND ABOVE THE AMOUNT PAYABLE UNDER SUCH OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT. THIS CLAUSE SHALL NOT BE APPLICABLE TO PROPERTY OF OTHERS FOR THE LOSS OF WHICH THE INSURED NAMED HEREIN IS LIABLE BY LAW OR HAS PRIOR TO ANY LOSS SPECIFICALLY ASSUMED LIABILITY.

3. LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY. (This clause not applicable to the perils of fire and lightning, see OTHER PROVISIONS).

4. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS

- (a) RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE ENSUES AND, IF FIRE DOES ENSUE, THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF LOSS CAUSED BY SUCH ENSUING FIRE.
- (b) CAUSED BY OR RESULTING FROM POWER, HEATING OR COOLING FAILURE, UNLESS SUCH FAILURE RESULTS FROM PHYSICAL DAMAGE TO POWER, HEATING OR COOLING EQUIPMENT SITUATED ON PREMISES WHERE THE PROPERTY COVERED IS LOCATED, CAUSED BY THE PERIL(S) INSURED AGAINST. HOWEVER, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS SPECIFICALLY EXCLUDED UNDER (1) THE RIOT PROVISIONS OF THE EXTENDED COVERAGE ENDORSEMENT, OR (2) THE VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT.
- (c) OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDING(S) OR STRUCTURE(S), UNLESS SUCH LIABILITY IS OTHERWISE SPECIFICALLY ASSUMED BY ENDORSEMENT HEREON.

D. CONDITIONS AND LIMITATIONS

1. **AVERAGE CLAUSE (THIS CLAUSE VOID UNLESS PERCENTAGE IS INSERTED ON THE FIRST PAGE OF THIS POLICY)** (The term "Co-Insurance Clause" wherever used in this policy shall be deemed to mean "Average Clause"): IN EVENT OF LOSS TO PROPERTY DESCRIBED IN ANY ITEM OF THIS POLICY AS TO WHICH ITEM A PERCENTAGE FIGURE IS INSERTED ON THE FIRST PAGE OF THIS POLICY, THIS COMPANY SHALL BE LIABLE FOR NO GREATER PROPORTION OF SUCH LOSS THAN THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE PERCENTAGE, SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OF THE ACTUAL CASH VALUE OF THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS, NOR FOR MORE THAN THE PROPORTION WHICH THE AMOUNT OF INSURANCE SPECIFIED IN SUCH ITEM BEARS TO THE TOTAL INSURANCE ON THE PROPERTY DESCRIBED IN SUCH ITEM AT THE TIME OF LOSS.

2. **WAIVER OF INVENTORY AND APPRAISEMENT CLAUSE:** If any item of this policy is subject to the conditions of the Average Clause (Paragraph 1 hereof), it is also provided that when an aggregate claim for any loss to the property described in any such item of this policy is both less than Five Thousand Dollars (\$5,000.00) and less than two per cent (2%) of the total amount of insurance upon the property described in such item at the time such loss occurs, it shall not be necessary for the Insured to make a special inventory or appraisal of the undamaged property, BUT NOTHING HEREIN CONTAINED SHALL OPERATE TO WAIVE THE APPLICATION OF THE AVERAGE CLAUSE TO ANY SUCH LOSS.

3. **VACANCY AND UNOCCUPANCY PENALTY:** These provisions are applicable only to fire, lightning, and removal relating thereto, and to building(s) and contents as covered.

The conditions of the policy suspending or restricting insurance while the described building is vacant or unoccupied beyond a period of 60 consecutive days are waived but only to the extent as provided for herein.

THE AMOUNT OF LOSS UNDER THIS POLICY SHALL BE REDUCED BY 15 PER CENT WHILE THE INVOLVED BUILDING(S) IS VACANT OR UNOCCUPIED BEYOND A PERIOD OF 60 CONSECUTIVE DAYS. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

Definitions: (a) Vacant — containing no contents pertaining to operations or activities customary to occupancy of the building.
(b) Unoccupied — containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

A building shall not be considered as vacant or unoccupied: (a) While in the course of construction; or (b) While any portion of the building is occupied or in operation; or (c) While any other building owned or used by the Insured and located on the same premises is occupied or in operation.

If the subject of insurance (whether building, contents or both) is of a seasonal nature and the premises are normally unoccupied during certain portions of the year, permission is hereby granted to be unoccupied consistent with seasonal operations (not vacant) but in no event to exceed ten consecutive months.

These provisions will not abrogate or modify other conditions in the policy or in any endorsements attached.

Any penalty provided for herein shall be computed and applied after the application of any other penalty, limit(s) of liability, deductible(s) or other provisions.

4. **RECORDS:** THIS POLICY LIMITS COVERAGE (a) ON BOOKS OF ACCOUNT, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS AND OTHER RECORDS (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING), TO NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL PLUS THE COST OF LABOR INCURRED BY THE INSURED FOR TRANSCRIBING OR COPYING SUCH RECORDS; (b) ON FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING, TO NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

5. IMPROVEMENTS AND BETTERMENTS: "IMPROVEMENTS AND BETTERMENTS" in or to building(s) not owned by the named insured at any location hereinbefore described, provided such "IMPROVEMENTS AND BETTERMENTS" are covered under this policy as property of the named insured, are subject to the following provisions:

- (a) The term "Improvements and Betterments" wherever used in this policy is defined as fixtures, alterations, installations, or additions comprising a part of the described building and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to removal by the insured.
- (b) The word "Lease" wherever used in this policy shall mean the lease or rental agreement, whether written or oral, in effect as of the time of loss.
- (c) In the event Improvements and Betterments are damaged or destroyed during the term of this policy by the perils insured against, THE LIABILITY OF THIS COMPANY SHALL BE DETERMINED AS FOLLOWS:
 - (1) If repaired or replaced at the expense of the insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed Improvements and Betterments.
 - (2) IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER SUCH LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTERMENTS WHICH THE UNEXPIRED TERM OF THE LEASE AT THE TIME OF LOSS BEARS TO THE PERIOD(S) FROM THE DATE(S) SUCH IMPROVEMENTS AND BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.
 - (3) IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE INSURED, THERE SHALL BE NO LIABILITY HEREUNDER.

E. OTHER PROVISIONS

- 1. LOSS CLAUSE:** Any loss hereunder shall not reduce the amount of this policy.
- 2. BREACH OF WARRANTY CLAUSE:** If a breach of any warranty or condition contained in any rider attached to or made a part of this policy shall occur, which breach by the terms of such warranty or condition shall operate to suspend or avoid this insurance, it is agreed that such suspension or avoidance due to such breach, shall be effective only during the continuance of such breach and then only as to the building, fire division, contents therein, or other separate location to which such warranty or condition has reference and in respect of which such breach occurs.
- 3. SUBROGATION WAIVER CLAUSE:** This insurance shall not be invalidated should the insured waive in writing any or all right of recovery against any party for loss. PROVIDED, HOWEVER, THAT IN THE EVENT THE INSURED WAIVES ONLY A PART OF HIS RIGHTS AGAINST ANY PARTICULAR THIRD PARTY, THIS COMPANY SHALL BE SUBROGATED WITH RESPECT TO ALL RIGHTS OF RECOVERY WHICH THE INSURED MAY RETAIN AGAINST ANY SUCH THIRD PARTY FOR LOSS FROM THE PERILS INSURED AGAINST TO THE EXTENT THAT PAYMENT THEREFOR IS MADE BY THIS COMPANY. ALL SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:
 - (a) If made before loss has occurred, such agreement may run in favor of any third party.
 - (b) IF MADE AFTER LOSS HAS OCCURRED, SUCH AGREEMENT MAY RUN ONLY IN FAVOR OF A THIRD PARTY FALLING WITHIN ONE OF THE FOLLOWING CATEGORIES AT THE TIME OF LOSS:
 - (1) A THIRD PARTY INSURED UNDER THIS POLICY; OR
 - (2) A CORPORATION, FIRM, OR ENTITY (a) OWNED OR CONTROLLED BY THE NAMED INSURED OR IN WHICH THE NAMED INSURED OWNS CAPITAL STOCK OR OTHER PROPRIETARY INTEREST, OR (b) OWNING OR CONTROLLING THE NAMED INSURED OR OWNING OR CONTROLLING CAPITAL STOCK OR OTHER PROPRIETARY INTEREST IN THE NAMED INSURED; OR
 - (3) A TENANT OF THE NAMED INSURED.
- 4. PERMITS AND AGREEMENTS CLAUSE:** Permission granted: (a) For such use of the premises as is usual and incidental to the business conducted therein and for existing and increased hazards and for change in use or occupancy except as to any specific hazard, use, or occupancy prohibited by the express terms of this policy or by any endorsement thereto; (b) To keep and use all articles and materials, usual and incidental to said business, in such quantities as the exigencies of the business require; (c) For the building(s) to be in course of construction, alteration or repair, all without limit of time but without extending the term of this policy, and to build additions thereto, and this policy, under its respective item(s), shall cover on or in such additions in contact with such building(s).

This insurance shall not be prejudiced: (1) By any act or neglect of the owner of the building(s) if the insured is not the owner thereof, or by any act or neglect of any occupant of the building(s) (other than the named insured), when such act or neglect of the owner or occupant is not within the control of the named insured; (2) By failure of the named insured to comply with any warranty or condition contained in any form, rider or endorsement attached to this policy with regard to any portion of the premises over which the named insured has no control; nor (3) shall this insurance be prejudiced by any error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and contents if covered under a single item of insurance.
- 5. MORTGAGEE CLAUSE:** (THIS ENTIRE CLAUSE IS VOID UNLESS NAME OF MORTGAGEE OR TRUSTEE IS INSERTED ON THE FIRST PAGE OF THIS POLICY IN SPACE PROVIDED THEREFOR: If another mortgagee or loss payable endorsement is applicable to buildings separately attached to this policy, such other endorsements shall supersede the provisions of this clause. Loss (if any) under this policy, ON BUILDINGS ONLY, shall be payable to the mortgagee(s), if named as payee(s) on the first page of this policy, as mortgagee(s) under any present or future mortgage upon the property described in and covered by this policy, as interest may appear, and in order of precedence of said mortgages. (a) The terms "mortgagee," "mortgagee," and "mortgagor" wherever used in this clause shall be deemed to include deeds of trust and the respective parties thereto. (b) This insurance, as to the interest of the mortgagee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the described property, nor by the use of the premises for purposes more hazardous than are permitted by this policy. (c) Any mortgagee who shall have or acquire knowledge that the premises are being used for purposes more hazardous than are permitted by this policy or that the premises have been vacant or unoccupied beyond the period permitted by this policy, shall forthwith notify this Company thereof and shall cause the consent of the Company thereto to be noted on this policy; and in the event of failure so to do, all rights of such mortgagee hereunder shall forthwith terminate. (d) In case the mortgagor or owner shall fail to pay any premium due or to become due under this policy, the mortgagee hereby covenants and agrees to pay the same on demand. The mortgagee also covenants and agrees to pay on demand the premium for any increased hazard for the term of the existence thereof. (e) This Company shall not be liable to the mortgagee for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, under policies issued to, held by, or payable to the mortgagee, whether collective or not. (f) The policy provisions relating to "Mortgagee Interests and Obligations" are specifically referred to and made a part of this clause.
- 6. LIBERALIZATION CLAUSE:** If during the period that insurance is in force under this policy, or within forty-five (45) days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.
- 7. NUCLEAR CLAUSE:** THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.
- 8. DEFERRED PREMIUM PAYMENT PLAN:** IF THE INSURED ELECTS TO PAY THE PREMIUM IN EQUAL ANNUAL PAYMENTS AS INDICATED ON THE FIRST PAGE OF THIS POLICY, THE PREMIUM FOR THIS POLICY IS HEREBY MADE SO PAYABLE, PROVIDED THAT NO PAYMENT SHALL BE LESS THAN THE MINIMUM PREMIUM APPLICABLE.
- IF THE INSURED IS IN DEFAULT OF ANY SUCH PREMIUM PAYMENT AND THIS COMPANY ELECTS TO CANCEL THIS POLICY, NOTICE OF CANCELLATION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS POLICY, BUT IN SUCH CASE ANY PORTIONS OF THE PREMIUM PREVIOUSLY PAID SHALL BE EARNED BY THIS COMPANY.

F. EXTENDED COVERAGE ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR EXTENDED COVERAGE IS INSERTED IN THE SPACE PROVIDED ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON.

In consideration of the premium for this coverage, and subject to the provisions herein and in the policy to which this endorsement is attached including endorsements thereon, this policy is extended to insure against direct loss by windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, except as hereinafter provided.

PROVISIONS APPLICABLE ONLY TO WINDSTORM AND HAIL: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY FROST OR COLD WEATHER, OR ICE (OTHER THAN HAIL), SNOW OR SLEET, WHETHER DRIVEN BY WIND OR NOT.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN CAUSED: (a) BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS THE BUILDING(S) COVERED OR CONTAINING THE PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL; OR (b) BY WATER FROM SPRINKLER EQUIPMENT OR FROM OTHER PIPING, UNLESS SUCH EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF WIND OR HAIL.

UNLESS AN ADDITIONAL PREMIUM IS CHARGED AND THIS POLICY IS SPECIFICALLY ENDORSED TO PROVIDE FOR COVERAGE OF WINDSTORM AND HAIL DAMAGE TO THE FOLLOWING PROPERTY, THIS COMPANY SHALL NOT BE LIABLE FOR WINDSTORM OR HAIL DAMAGE TO: (a) WINDMILLS, WIND PUMPS OR THEIR TOWERS; (b) CROP SILOS OR THEIR CONTENTS; (c) METAL SMOKESTACKS; OR (d) UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF: (1) GRAIN, HAY, STRAW OR OTHER CROPS; (2) LAWNS, TREES, SHRUBS OR PLANTS; (3) AWNINGS OR CANOPIES (FABRIC OR SLAT), INCLUDING THEIR SUPPORTS; (4) SIGNS OR RADIO OR TELEVISION ANTENNAS, INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS.

PROVISIONS APPLICABLE ONLY TO EXPLOSION: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED.

THE FOLLOWING ARE NOT EXPLOSIONS WITHIN THE INTENT OR MEANING OF THESE PROVISIONS: (a) SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM"; (b) ELECTRIC ARCING; (c) RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) WATER HAMMER; (e) RUPTURE OR BURSTING OF WATER PIPES; (f) RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER; (g) RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.

Any other explosion clause made a part of this policy is superseded by this endorsement.

PROVISIONS APPLICABLE ONLY TO RIOT, RIOT ATTENDING A STRIKE AND CIVIL COMMOOTION: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. UNLESS SPECIFICALLY ENDORSED HEREON, THIS COMPANY SHALL NOT BE LIABLE FOR LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF THE DESCRIBED PROPERTY DUE TO CHANGE IN TEMPERATURE OR HUMIDITY OR INTERRUPTION OF OPERATIONS WHETHER OR NOT SUCH LOSS IS COVERED BY THIS POLICY AS TO OTHER PERILS.

PROVISIONS APPLICABLE ONLY TO LOSS BY AIRCRAFT AND VEHICLES: The term "aircraft," as used in this endorsement, shall include self-propelled missiles and spacecraft. The term "vehicles," as used in this endorsement, means vehicles running on land or tracks BUT NOT AIRCRAFT. LOSS BY AIRCRAFT OR BY VEHICLES SHALL INCLUDE ONLY DIRECT LOSS RESULTING FROM ACTUAL PHYSICAL CONTACT OF AN AIRCRAFT OR A VEHICLE WITH THE PROPERTY COVERED HEREUNDER OR WITH THE BUILDING(S) CONTAINING THE PROPERTY COVERED HEREUNDER. EXCEPT THAT LOSS BY AIRCRAFT INCLUDES DIRECT LOSS BY OBJECTS FALLING THEREFROM. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS: (a) BY ANY VEHICLE OWNED OR OPERATED BY AN INSURED OR BY ANY TENANT OF THE DESCRIBED PREMISES; (b) BY ANY VEHICLE TO FENCES, DRIVEWAYS, WALKS OR, UNLESS WHOLLY WITHIN A BUILDING AND COMPLETELY ENCLOSED BY THE WALLS AND ROOF, TO LAWNS, TREES, SHRUBS OR PLANTS; (c) TO ANY AIRCRAFT OR VEHICLE INCLUDING CONTENTS THEREOF OTHER THAN STOCKS OF AIRCRAFT OR VEHICLES IN PROCESS OF MANUFACTURE OR FOR SALE.

PROVISIONS APPLICABLE ONLY TO SMOKE: The term "smoke" as used in this endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, ONLY WHEN SUCH UNIT IS CONNECTED TO A CHIMNEY BY A SMOKE PIPE OR VENT PIPE, AND WHILE IN OR ON THE DESCRIBED PREMISES BUT NOT SMOKE FROM FIRE PLACES OR INDUSTRIAL APPARATUS.

WAR RISK EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (a) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

WATER EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

- (a) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;
- (b) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;
- (c) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY EXPLOSION AS INSURED AGAINST HEREUNDER ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

OTHER PROVISIONS:

A claim for loss by any peril insured against by this endorsement shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.

APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INCLUDED IN THIS ENDORSEMENT THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE COVERS AGAINST THE ADDITIONAL PERIL OR PERILS INSURED HEREUNDER, NOR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE. EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS," SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS ENDORSEMENT) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS," AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS ENDORSEMENT AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

PROVISIONS APPLICABLE ONLY WHEN THIS ENDORSEMENT IS ATTACHED TO A POLICY COVERING BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: THE TERM "DIRECT," AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN SUCH POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERILS INSURED AGAINST, AND WHILE THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS.

Caution: WHEN THIS ENDORSEMENT IS PURCHASED WITH ONE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

G. VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT

EFFECTIVE ONLY WHEN PREMIUM FOR THIS COVERAGE IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR ENDORSED HEREON AND ONLY WHEN THE EXTENDED COVERAGE ENDORSEMENT IS ALSO MADE EFFECTIVE.

In consideration of the premium for this coverage, and subject to the provisions of this policy and the Extended Coverage Endorsement, the coverage under said Extended Coverage Endorsement is extended to include direct loss by Vandalism and Malicious Mischief.

PROVISIONS APPLICABLE ONLY TO VANDALISM AND MALICIOUS MISCHIEF: The terms "vandalism" and "malicious mischief," as used herein mean only willful and malicious damage to or destruction of the property covered hereunder.

(1) THIS COMPANY SHALL NOT BE LIABLE FOR LOSS IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF THIRTY (30) CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS COVERAGE, but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision be applicable to private dwelling property.

Definitions: (a) Vacant-containing no contents pertaining to operations or activities customary to occupancy of the building; (b) Unoccupied-containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

(2) **THIS COMPANY SHALL NOT BE LIABLE FOR LOSS:** (a) TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING A PART OF A BUILDING, STRUCTURE OR AN OUTSIDE SIGN; (b) BY PILFERAGE, THEFT, BURGLARY OR LARCENY, EXCEPT THAT THIS COMPANY SHALL BE LIABLE FOR WILLFUL DAMAGE TO THE BUILDING(S) COVERED HEREUNDER CAUSED BY BURGLARS; (c) BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED; OR BY RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN; (d) FROM DEPRECIATION, DELAY, DETERIORATION OR LOSS OF MARKET, NOR, UNLESS SPECIFICALLY ENDORSED HEREON, FOR ANY LOSS RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY.



SPECIAL EXTENDED COVERAGE ENDORSEMENT

(For Use Only With Building, Improvements and Betterments, and Time Element Coverages.)

(With Respect to Any Item(s) of This Policy to Which This Endorsement Applies, the Extended Coverage Endorsement (if any) Attached to This Policy is Superseded by This Endorsement.)

PARAGRAPH
NO.

1. **COVERAGE:** In consideration of the premium for this coverage, as shown on the first page of this policy, and subject to the provisions herein and in the policy to which this endorsement is attached including endorsements thereon, THIS POLICY IS EXTENDED TO INSURE AGAINST ALL OTHER RISKS OF DIRECT PHYSICAL LOSS, EXCEPT AS HEREINAFTER PROVIDED.

2. EXCLUSIONS:

THIS POLICY DOES NOT INSURE AGAINST LOSS—

A. BY WEAR AND TEAR, DETERIORATION, RUST OR CORROSION, MOULD, WET OR DRY ROT; INHERENT OR LATENT DEFECT; SMOG; SMOKE, VAPOR OR GAS FROM AGRICULTURAL OR INDUSTRIAL OPERATIONS; MECHANICAL BREAKDOWN, INCLUDING RUPTURE OR BURSTING CAUSED BY CENTRIFUGAL FORCE; SETTLING, CRACKING, SHRINKAGE, BULGING OR EXPANSION OF PAVEMENTS, FOUNDATIONS, WALLS, FLOORS, ROOFS OR CEILINGS; ANIMALS, BIRDS, VERMIN, TERMITES OR OTHER INSECTS; UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

B. CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY EARTH MOVEMENT, INCLUDING BUT NOT LIMITED TO EARTHQUAKE, LANDSLIDE, MUDFLOW, EARTH SINKING, EARTH RISING OR SHIFTING; UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

C. CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

- (1) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;
- (2) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;
- (3) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

D. BY THEFT OF ANY PROPERTY WHICH AT THE TIME OF LOSS IS NOT AN INTEGRAL PART OF A BUILDING OR STRUCTURE (EXCEPT DIRECT LOSS BY PILLAGE AND LOOTING OCCURRING DURING AND AT THE IMMEDIATE PLACE OF A RIOT OR CIVIL COMMOTION), UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES FROM THEFT OR ATTEMPTED THEFT, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

E. BY UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF ANY PROPERTY, OR SHORTAGE DISCLOSED ON TAKING INVENTORY; OR CAUSED BY ANY WILFUL OR DISHONEST ACT OR OMISSION OF THE INSURED OR ANY ASSOCIATE, EMPLOYEE OR AGENT OF ANY INSURED.

F. BY VANDALISM, MALICIOUS MISCHIEF, THEFT OR ATTEMPTED THEFT, IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF 30 CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS ENDORSEMENT, UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

G. OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDINGS OR STRUCTURES.

THIS POLICY DOES NOT INSURE AGAINST LOSS TO—

H. PLUMBING, HEATING, AIR CONDITIONING OR OTHER EQUIPMENT OR APPLIANCES (EXCEPT FIRE PROTECTIVE SYSTEMS), OR FOR LOSS BY LEAKAGE OR OVERFLOW FROM SUCH EQUIPMENT OR APPLIANCES, CAUSED BY OR RESULTING FROM FREEZING WHILE THE DESCRIBED BUILDING(S) IS VACANT OR UNOCCUPIED, UNLESS THE INSURED SHALL HAVE EXERCISED DUE DILIGENCE WITH RESPECT TO MAINTAINING HEAT IN THE BUILDING(S) OR UNLESS SUCH EQUIPMENT AND APPLIANCES HAD BEEN DRAINED AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY OR UNOCCUPANCY.

I. STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, CAUSED BY ANY CONDITION OR OCCURRENCE WITHIN SUCH BOILERS, PIPES, TURBINES OR ENGINES (EXCEPT DIRECT LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN THE FIREBOX, OR COMBUSTION CHAMBER, OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM); AND THIS POLICY DOES NOT INSURE AGAINST LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, (EXCEPT DIRECT LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN THE FIREBOX, OR COMBUSTION CHAMBER, OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM), IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED, OR FOR ANY ENSUING LOSS EXCEPT BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

J. HOT WATER BOILERS OR TO OTHER EQUIPMENT FOR HEATING WATER, CAUSED BY ANY CONDITION OR OCCURRENCE WITHIN SUCH BOILERS OR EQUIPMENT, OTHER THAN AN EXPLOSION.

K. ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING, CAUSED BY ARTIFICIALLY GENERATED ELECTRICAL CURRENTS, UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

L. GLASS, UNLESS CAUSED BY FIRE, LIGHTNING, WIND, HAIL, AIRCRAFT, VEHICLES, DISCHARGE FROM FIRE PROTECTIVE OR BUILDING SERVICE EQUIPMENT, EXPLOSION, RIOT OR CIVIL COMMOTION, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

N. METAL SMOKESTACKS NOR, WHEN OUTSIDE OF BUILDINGS, TO AWNINGS OR CANOPIES (FABRIC OR SLAT) INCLUDING THEIR SUPPORTS, SIGNS, RADIO OR TELEVISION ANTENNAS INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS, CAUSED BY ICE, SNOW OR SLEET, NOR BY WIND OR HAIL UNLESS LIABILITY THEREFOR IS ASSUMED IN THE FORM ATTACHED TO THIS POLICY OR BY ENDORSEMENT HEREON.

O. LAWNS, TREES, SHRUBS OR PLANTS, WHEN COVERED UNDER THIS POLICY, UNLESS CAUSED BY FIRE, LIGHTNING, AIRCRAFT, EXPLOSION, RIOT OR CIVIL COMMOTION, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

P. THE INTERIOR OF BUILDINGS, CAUSED BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS: (1) THE BUILDING(S) SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN THIS COMPANY SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL; OR (2) SUCH LOSS RESULTS FROM FIRE, LIGHTNING, AIRCRAFT, VEHICLES, EXPLOSION, RIOT OR CIVIL COMMOTION, VANDALISM OR MALICIOUS MISCHIEF, TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

Q. BUILDINGS OR STRUCTURES IN PROCESS OF CONSTRUCTION, INCLUDING MATERIALS AND SUPPLIES THEREFOR, WHEN COVERED UNDER THIS POLICY, UNLESS CAUSED BY FIRE, LIGHTNING, WIND, HAIL, AIRCRAFT, VEHICLES, SMOKE, EXPLOSION, RIOT OR CIVIL COMMOTION, VANDALISM OR MALICIOUS MISCHIEF, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

R. ANY PROPERTY UNDERGOING ALTERATIONS, REPAIRS, INSTALLATIONS OR SERVICING, INCLUDING MATERIALS AND SUPPLIES THEREFOR, IF DIRECTLY ATTRIBUTABLE TO THE OPERATIONS OR WORK BEING PERFORMED THEREON, UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

WAR RISK EXCLUSION (THIS CLAUSE APPLIES TO ALL PERILS EXCEPT FIRE AND LIGHTNING, WHICH PERILS ARE OTHERWISE PROVIDED FOR IN THIS POLICY): THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY (a) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERNMENT, POWER, AUTHORITY OR FORCES; (b) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.

NUCLEAR EXCLUSION (THIS CLAUSE APPLIES TO ALL PERILS EXCEPT FIRE AND LIGHTNING, WHICH PERILS ARE OTHERWISE PROVIDED FOR IN THE NUCLEAR CLAUSE ATTACHED TO THIS POLICY): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY.

3. OTHER PROVISIONS:

A. THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.

B. If this policy covers on two or more items, this endorsement shall apply separately to each item to which this endorsement applies.

C. A claim for loss under this endorsement, except as provided under Exclusions F. and H., shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

Definitions: (a) Vacant—containing no contents pertaining to operations or activities customary to occupancy of the building. (b) Unoccupied—containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

D. The term "riot or civil commotion," as used in Paragraphs 2.L., 2.O., 2.P., and 2.Q., shall include direct loss by acts of striking employees of the owner or tenant(s) of the described buildings while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot or civil commotion.

4. APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INSURED AGAINST BY THIS ENDORSEMENT THAN (1) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE INSURES AGAINST THE ADDITIONAL PERIL OR PERILS INSURED AGAINST HEREUNDER, NOR (2) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE; EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS," SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS FORM) FOR SUCH JOINT LOSS SHALL BE LIMITED TO ITS PROPORTIONATE PART OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS," AS USED IN THE FOREGOING, MEAN THAT PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO WHICH THIS FORM AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO BOTH APPLY.

5. PROVISIONS APPLICABLE ONLY WHEN THIS ENDORSEMENT IS ATTACHED TO A POLICY COVERING BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: THE TERM "DIRECT," AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN SUCH POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINST; AND WHILE THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS.

1 **Concealment, fraud.** This entire policy shall be void if, whether
2 before or after a loss, the insured has willfully concealed or mis-
3 represented any material fact or circumstance concerning this
4 insurance or the subject thereof, or the interest of the insured
5 therein, or in case of any fraud or false swearing by the insured
6 relating thereto.

7 **Uninsurable and excepted property.** This policy shall not cover
8 accounts, bills, currency, deeds, evidences of debt, money or
9 securities; nor, unless specifically named hereon in writing,
10 bullion or manuscripts.

11 **Perils not included.** This company shall not be liable for loss by
12 fire or other perils insured against in this policy caused, directly
13 or indirectly, by: (a) enemy attack by armed forces, including
14 action taken by military, naval or air forces in resisting an actual
15 or an immediately impending enemy attack; (b) invasion,
16 (c) insurrection; (d) rebellion, (e) revolution; (f) civil war,
17 (g) usurped power; (h) order of any civil authority except acts
18 of destruction at the time of and for the purpose of preventing the
19 spread of fire, provided that such fire did not originate from any
20 of the perils excluded by this policy; (i) neglect of the insured to
21 use all reasonable means to save and preserve the property at
22 and after a loss, or when the property is endangered by fire in
23 neighboring premises; (j) nor shall this company be liable for
24 loss by theft.

25 **Other Insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by endorsement attached
27 hereto.

28 **Conditions suspending or restricting insurance.** Unless otherwise
29 provided in writing added hereto this company shall not be liable
30 for loss occurring (a) while the hazard is increased by any
31 means within the control or knowledge of the insured; or (b)
32 while a described building, whether intended for occupancy by
33 owner or tenant, is vacant or unoccupied beyond a period of
34 60 consecutive days; or (c) as a result of explosion or riot,
35 unless fire ensue, and in that event for loss by fire only.

36 **Other perils or subjects.** Any other peril to be insured against
37 or subject of insurance to be covered in this policy shall be by
38 endorsement in writing hereon or added hereto.

39 **Added provisions.** The extent of the application of insurance
40 under this policy and of the contribution to be made by this com-
41 pany in case of loss, and any other provision or agreement not in-
42 consistent with the provisions of this policy, may be provided for
43 in writing added hereto, but no provision may be waived except
44 such as by the terms of this policy or by statute is subject to
45 change.

46 **Waiver provisions.** No permission affecting this insurance shall
47 exist, or waiver of any provision be valid, unless granted herein
48 or expressed in writing added hereto. No provision, stipulation
49 or forfeiture shall be held to be waived by any requirement or
50 proceeding on the part of this company relating to appraisal or
51 to any examination provided for herein.

52 **Cancellation of policy.** This policy shall be canceled at any time
53 at the request of the insured, in which case this company shall,
54 upon demand and surrender of this policy, refund the excess of
55 paid premium above the customary short rates for the expired
56 time. This policy may be canceled at any time by this company
57 by giving to the insured a five days' written notice of cancellation
58 with or without tender of the excess of paid premium above the
59 pro rata premium for the expired time, which excess, if not ten-
60 dered, shall be refunded on demand. Notice of cancellation
61 shall state that said excess premium (if not tendered) will be
62 refunded on demand.

63 **Mortgagee interests and obligations.** If loss hereunder is made
64 payable, in whole or in part, to a designated mortgagee not
65 named herein as the insured, such interest in this policy may be
66 canceled by giving to such mortgagee a 10 days' written notice
67 of cancellation.

68 If the insured fails to render proof of loss such mortgagee, upon
69 notice, shall render proof of loss in the form herein specified
70 within sixty (60) days thereafter and shall be subject to the pro-
71 visions hereof relating to appraisal and time of payment and of
72 bringing suit. If this company shall claim that no liability existed
73 as to the mortgagor or owner, it shall, to the extent of payment
74 of loss to the mortgagee, be subrogated to all the mortgagee's
75 rights of recovery, but without impairing mortgagee's right to
76 sue; or it may pay off the mortgage debt and require an assign-
77 ment thereof and of the mortgage. Other provisions relating to
78 the interests and obligations of such mortgagee may be added
79 hereto by agreement in writing.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

Robert P. J. Conroy
SECRETARY

Myron A. Bain
PRESIDENT

80 **Pro rata liability.** This company shall not be liable for a
81 greater proportion of any loss than the amount hereby insured
82 shall bear to the whole insurance covering the property against
83 the peril involved, whether collectible or not.

84 **Requirements in case loss occurs.** The insured shall give writ-
85 ten notice to this company of any loss without unnecessary de-
86 lay, protect the property from further damage, forthwith sepa-
87 rate the damaged and undamaged personal property, put it in
88 the best possible order, furnish a complete inventory of the de-
89 stroyed, damaged and undamaged property, showing in detail
90 quantities, costs, actual cash value and amount of loss claimed;
91 and within 60 days after the loss, unless such time is extended
92 in writing by this company, the insured shall render to this com-
93 pany a proof of loss, signed and sworn to by the insured, stating
94 the knowledge and belief of the insured as to the following: the
95 time and origin of the loss, the interest of the insured and of all
96 others in the property, the actual cash value of each item thereof
97 and the amount of loss thereto, all encumbrances thereon, all
98 other contracts of insurance, whether valid or not, covering any
99 of said property, any changes in the title, use, occupation, loca-
100 tion, possession or exposures of said property since the issuing of
101 this policy, by whom and for what purpose any building herein
102 described and the several parts thereof were occupied at the
103 time of loss and whether or not it then stood on leased ground,
104 and shall furnish a copy of all the descriptions and schedules in
105 all policies and, if required and obtainable, verified plans and
106 specifications of any building, fixtures or machinery de-
107 stroyed or damaged. The insured, as often as may be reason-
108 ably required, shall exhibit to any person designated by this
109 company all that remains of any property herein described, and
110 submit to examinations under oath by any person named by this
111 company, and subscribe the same; and, as often as may be rea-
112 sonably required, shall produce for examination all books of
113 account, bills, invoices and other vouchers, or certified copies
114 thereof if originals be lost, at such reasonable time and place as
115 may be designated by this company or its representative, and
116 shall permit extracts and copies thereof to be made.

117 **Appraisal.** In case the insured and this company shall fail to
118 agree as to the actual cash value or the amount of loss, then, on
119 the written demand of either, each shall select a competent and
120 disinterested appraiser and notify the other of the appraiser
121 selected within 20 days of such demand. The appraisers
122 shall first select a competent and disinterested umpire; and fail-
123 ing for 15 days to agree upon such umpire, then, on request of
124 the insured or this company, such umpire shall be selected by a
125 judge of a court of record in the state in which the property cov-
126 ered is located. The appraisers shall then appraise the loss,
127 stating separately actual cash value and loss to each item; and,
128 failing to agree, shall submit their differences, only, to the um-
129 pire. An award in writing, so itemized, of any two when filed
130 with this company shall determine the amount of actual cash
131 value and loss. Each appraiser shall be paid by the party
132 selecting him and the expenses of appraisal and umpire shall
133 be paid by the parties equally.

134 **Company's options.** It shall be optional with this company to
135 take all, or any part, of the property at the agreed or appraised
136 value, and also to repair, rebuild or replace the property
137 destroyed or damaged with other of like kind and quality
138 within a reasonable time, on giving notice of its intention so to
139 do within 30 days after the receipt of the proof of loss herein
140 required.

141 **Abandonment.** There can be no abandonment to this com-
142 pany of any property.

143 **When loss payable.** The amount of loss for which this com-
144 pany may be liable shall be payable 60 days after proof of
145 loss, as herein provided, is received by this company and ascer-
146 tainment of the loss is made either by agreement between the
147 insured and this company expressed in writing or by the filing
148 with this company of an award as herein provided.

149 **Suit.** No suit or action on this policy for the recovery of any
150 claim shall be sustainable in any court of law or equity unless
151 all the requirements of this policy shall have been complied
152 with, and unless commenced within 12 months next after
153 inception of the loss.

154 **Subrogation.** This company may require from the insured
155 an assignment of all right of recovery against any party for
156 loss to the extent that payment therefor is made by this
157 company.

❧ LAVEN ❧
INSURANCE, INC.



13543 SO. HAWTHORNE BOULEVARD • SUITE 200
POST OFFICE BOX 896
HAWTHORNE, CALIFORNIA 90250
TELEPHONE 772-4242 • 973-2000
CABLE: LAVENSURED

October 8, 1980

FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Street
No. Hollywood, CA. 91605

Attention: Bobbie

RE: FLEETWOOD MACHINE PRODUCTS, INC.
(Milwood W. Cooke & Mildred A. Cooke)
Gardena Industrial Building

Dear Bobbie:

Enclosed please find the following:

1. Your copy of the underlyer which covers the building and rental value of the building at 1600 W. 130th Street, in Gardena. The original of this underlyer was sent to Union Bank.

2. Endorsements to the Multi Peril Package policy making the charge for adding the building and rental value coverage, as well as liability. Coverage was added as of 8/6/80, and the total pro-rate additional premium for the period of 8/6/80 until anniversary date of 3/1/81 is \$1,270.00.

Of this amount, \$996.00 is for the building and rental value coverage. This is based on "tentative" rates, and will be adjusted when the Insurance Services Office establishes the "actual" rates according to the occupancies.

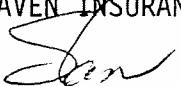
The liability portion of this pro-rate additional premium is \$274.00. (Full annual liability premium is \$484.00). This is not tentative.

3. An endorsement to be attached to Mr. Cooke's Aircraft Hull & Liability policy. This is simply a listing of Lloyds' companies on the risk.

If you should have any questions regarding the enclosures Bobbie, please do not hesitate to give me a call.

Sincerely,

LAVEN INSURANCE, INC.


Stanley A. Wamsley, CPCU
Vice President

SAW/cj
enclosure

**CALIFORNIA
STANDARD FORM FIRE INSURANCE POLICY**



01 FIREMAN'S FUND INSURANCE COMPANY	SAN FRANCISCO CALIFORNIA
18 THE AMERICAN INSURANCE COMPANY	PARSIPPANY NEW JERSEY
07 NATIONAL SURETY CORPORATION	CHICAGO ILLINOIS
13 ASSOCIATED INDEMNITY CORPORATION	SAN FRANCISCO CALIFORNIA
15 AMERICAN AUTOMOBILE INSURANCE COMPANY	CREVE COEUR MISSOURI

**THE COMPANY
DESIGNATED ON THE DECLARATIONS PAGE**
(A Stock Insurance Company, herein called this Company)

POLICY PROVISIONS — PART 1

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium, this Company, for the term of years from inception date At 12:01 A.M. (Standard Time) to expiration date At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the amount(s) specified in the Declarations, does insure the insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED**, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

01

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER,
A STOCK INSURANCE COMPANY (HEREIN CALLED THIS COMPANY)

MXP-357 10 78 - A UNDERLYER

No. ~~XXXXXXXXXXXX~~

INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE, ZIP)

MILWOOD W. COOKE & MILDRED A. COOKE,
Husband & Wife as community property
11447 Vanowen Street
No. Hollywood, CA. 91605

ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE BELOW
NUMBERED CALIFORNIA STANDARD FORM FIRE INSURANCE POLICY.


01 FIREMAN'S FUND INSURANCE COMPANY
18 THE AMERICAN INSURANCE COMPANY
07 NATIONAL SURETY CORPORATION
13 ASSOCIATED INDEMNITY CORPORATION
15 AMERICAN AUTOMOBILE INSURANCE COMPANY

Policy Term: 8/6/80 Term 3/1/82
INCEPTION (Mo., Day, Yr.) YEARS EXPIRATION (Mo., Day, Yr.)

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER
PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

Item No.	DESCRIPTION AND LOCATION OF PROPERTY COVERED <small>Show address (No., Street, City, County, State, Zip Code), construction, type of roof and occupancy of building(s) covered or containing property covered. If occupied as a dwelling state if building is a seasonal or farm dwelling and if siding is aluminum or plastic. If commercial state exact nature of product (and whether manufacturer, wholesaler or retailer) or the service or activity involved.</small>	Pro-tection Class	Dwelling Business Only			
			No. of Families	Feet From Hydrant	Miles From Fire Dept.	Zone
1.	ON CLASS "C" INDUSTRIAL BUILDING	I-4				
2.	ON RENTAL VALUE OF ABOVE BUILDING SITUATED: 1600 W. 130th Street, Gardena, CA. 90249					

Item No.	PERIL(S) INSURED AGAINST AND COVERAGE(S) PROVIDED (INSERT NAME OF EACH)	Per Cent of Co-Insurance Applicable	Deductible Amount	Amount of Insurance	Rate	Prepaid or Installment Premium Due At Inception	Installment Premium Due At Each Anniversary
1.	FIRE AND LIGHTNING EXTENDED COVERAGE Special Form	90%	\$500. \$500. \$500.	\$ 432,500. X X X X	Vrs. Vrs. Vrs.	\$ Incl. Incl. Incl.	\$ Incl. Incl. Incl.
2.	FIRE AND LIGHTNING EXTENDED COVERAGE Special Form	50%	N11 N11 N11	37,500. X X X X	Vrs. Vrs. Vrs.	Incl. Incl. Incl.	Incl. Incl. Incl.
TOTAL(S)						\$	INCLUDED IN MASTER POLICY
TOTAL PREMIUM FOR POLICY TERM PAID IN INSTALLMENTS \$							
Subject to Form No(s).		INSERT FORM NUMBER(S) AND EDITION DATE(S)					attached hereto.
140386, 140071, 140308, 140381, CF-15 12, 438-BFUNS, 140382							
Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:							
INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)							
UNION BANK, P. O. Box 3100, Terminal Annex, Los Angeles, CA. 90051 (Per 438-BFUNS att.)							
ATTENTION: Mortgage Investment Dept.							
DATE OF COUNTERSIGNATURE				COUNTERSIGNATURE OF AUTHORIZED AGENT			
August 12, 1980				 LAVEN INSURANCE, INC.			

MEMORANDUM OF INSURANCE

5442-6-69

This copy of the above numbered policy is a memorandum of coverage as constituted on the date of the countersignature hereof. It is given as a matter of information only and confers no rights on the holder except as provided in the policy.

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific,
California Bankers' Association,
Committee on Insurance.

**MULTI - PERIL
PROPERTY - GARD**

REAL PROPERTY ENDORSEMENT

Premium \$ INCL

In consideration of an additional premium, and subject to all the provisions of the Basic Policy Form attached to this policy, and of the policy which are not inconsistent with this endorsement, this policy is extended to cover:

1. REAL PROPERTY

Insurance on real property includes buildings, and all additions and extensions attached thereto; all fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building; materials and supplies intended for use in construction, alteration or repair of the buildings; yard fixtures, including fences; personal property of the insured as landlord used for the maintenance or service of the described buildings, and including fire extinguishing apparatus, floor coverings, refrigerating, ventilating, cooking, dishwashing, and laundering equipment, shades and outdoor furniture (but not including other personal property in apartments or rooms furnished by the insured as landlord); all while at the described locations.

2. LIMIT OF LIABILITY FOR ALL CONTRIBUTING INSURANCE

	Premises	Building	
		Limit	Coinsurance
1)	1600 W. 130th Street, Gardena, CA. 90249	\$ 432,500.	90 %
2)		\$	%
3)		\$	%

COINSURANCE CLAUSE

The Company shall not be liable for a greater proportion of any loss to the property covered by this endorsement than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified above) by the actual cash value of such property at the time of the loss.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory and appraisal of the undamaged property shall be required, provided that nothing herein shall be construed to waive the application of the first paragraph of this clause.

The foregoing provisions of this clause shall apply separately to each item for which a limit of liability is specified above.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value when applying the coinsurance clause.

3. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

A. The interior of buildings is not covered against loss caused by rain, snow, sand, or dust, whether driven by wind or not, unless (1) the buildings shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then the Company shall be liable for loss to the interior of the buildings as may be caused by rain, snow, sand or dust entering the buildings through openings in the roof or walls made by direct action of wind or hail; or (2) such loss results from perils not excluded under this policy.

B. The building undergoing alterations, repairs, installations or servicing, including materials and supplies therefor, is not covered against loss by or directly attributable to the operations or work being performed thereon, unless loss by a peril not excluded in this policy ensues, and then the Company shall be liable for only such ensuing loss.

4. PROPERTY NOT COVERED

In addition to the kinds of property which are otherwise excluded or subject to limitations under the Basic Policy Form, the following are also excluded from coverage:

A. Outdoor swimming pools; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of a building; walks, roadways and other paved surfaces; unless such items are specifically covered by endorsement.

B. The cost of excavations, grading or filling; foundations of buildings, machinery, boilers or engines which foundations are below the undersurface of the lowest basement floor, or where there is no basement, below the surface of the ground; pilings, piers, pipes, flues and drains which are underground; pilings which are below the low water mark.

C. Land.

D. Property which is more specifically insured in whole or in part under this or any other contract of insurance.

(Continued on Reverse Side)

MXP 357 10 MAR-A	MILWOOD W. COOKE & MILDRED A. COOKE, Husband & Wife as community property	EFFECTIVE 8/6/80
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Du Bain</i> PRESIDENT		PRODUCER LAVEN INSURANCE, INC. COUNTERSIGNATURE OF AUTHORIZED AGENT <i>[Signature]</i> LAVEN INSURANCE, INC.

(Continued from Obverse Side)

5. ADDITIONAL PERILS EXCLUDED

In addition to the perils which are otherwise excluded under the Basic Policy Form, this policy does not insure under this endorsement against:

- A. Loss occasioned directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures unless such liability is otherwise specifically assumed by endorsement;
- B. Loss caused by vandalism, malicious mischief, theft or attempted theft, if the described building has been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, unless loss by a peril not excluded in this policy ensues, and then the Company shall be liable for only such ensuing loss.

6. EXTENSIONS OF COVERAGE

The following additional Extensions of Coverage are added to the Extensions of Coverage contained in the Basic Policy Form:

A. Newly acquired property: The insured may apply up to 10%, but not exceeding \$50,000, including debris removal, of the aggregate limit of liability for real property to cover direct loss in any one occurrence by a peril not otherwise excluded to the following described property:

(1) New additions, new buildings and new structures when constructed on the described premises and intended for similar occupancy. This coverage shall cease thirty days from the date construction begins or on the expiration date of the policy, whichever occurs first.

(2) Buildings acquired by the insured at any location, elsewhere than at the described premises, within the territorial limits of the policy and used by the insured for similar occupancies or warehouse purposes. This coverage shall cease thirty days from the date of such acquisition or on the expiration date of the policy, whichever occurs first.

Additional premium shall be due and payable from the date construction begins or the location is acquired.

B. Off Premises: The insured may apply up to 2%, but not exceeding \$5,000, of the limits of liability specified at a described location for real property to cover direct loss in any one occurrence by a peril not otherwise excluded, to building property covered by this endorsement while temporarily removed from such location for purposes of cleaning, repairing, reconstruction or restoration. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. Replacement Cost Coverage: In the event of loss to a building structure covered under this policy, when the full cost of repair or replacement is less than \$2,500, this policy shall cover the full cost of repair or replacement (without deduction for depreciation). Coverage shall be applicable only to a building structure covered hereunder, but excluding carpeting, cloth awnings, air conditioning, domestic appliances, and outdoor equipment, all whether permanently attached to the building structure or not.

The Company shall not be liable under this Extension of Coverage:

- (1) Unless and until the damaged property is actually repaired or replaced on the same premises with due diligence and dispatch, and, in no event, unless repair or replacement is completed within a reasonable time after such loss; and
- (2) Unless the whole amount of insurance applicable to the building structure for which claim is made is equal to or in excess of the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the actual cash value of such property at the time of loss.

SPECIAL CONDITIONS

A. Permits and Use: Notwithstanding anything to the contrary contained herein, property covered by this endorsement is subject to the following provision.

Permission is granted:

- (1) to make alterations and repairs;
- (2) for such unoccupancy and vacancy as is usual or incidental to the described occupancy;
- (3) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril not otherwise excluded shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

B. Mortgage Clause: Applicable to buildings only (this entire clause is void unless name of mortgagee (or trustee) is stated in this policy: Loss, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee) in order of precedence of said mortgages, and this insurance as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided also, that the mortgagee (or trustee) shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy shall be null and void. The Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for ten days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and the Company shall have the right, on like notice, to cancel this agreement.

Whenever the Company shall pay the mortgagee (or trustee) any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall to the extent of such payment be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

Deductible Amount \$ 500Premium \$ Incl.

1. INSURING AGREEMENT

This policy insures against all risks of direct physical loss or damage from any external cause to the property covered while anywhere within the 50 states of the United States of America, the District of Columbia, and in due course of transit within and between such places, and between such places and the Dominion of Canada, SUBJECT OTHERWISE TO ALL OF THE PROVISIONS AND STIPULATIONS OF THE POLICY TO WHICH THIS FORM IS ATTACHED INCLUDING ENDORSEMENTS THEREON, EXCEPT AS HEREIN-AFTER PROVIDED.

2. PROPERTY COVERED

This policy covers property described in such and so many of the items designated below by entry of "X" in the appropriate box.

☐ Item A—Stock, materials and supplies of every description usual or incidental to the operations of the insured, consisting principally of _____

_____ including the insured's interest in materials, labor and charges furnished, performed on, or incurred in connection with property of others;

☐ Item B—Furniture, fixtures, equipment and machinery;

☐ Item C—Tenants improvements and betterments to buildings, being fixtures, alterations, installations or additions comprising part of a building(s) occupied but not owned by the insured and made at the expense of the insured.

☐ Item D—Time Element insurance as provided by attached Form No. _____

3. LIMITS OF LIABILITY

This policy being for _____ % of the total contributing insurance, liability of this company is limited to the same percentage of any loss resulting from one occurrence, regardless of whether one or more perils contribute to such loss, and in no event to exceed the same percentage of each of the following limits, but no insurance attaches under any of the following items unless a specific limit is provided for that item or subitem below:

LIMITS OF LIABILITY FOR ALL CONTRIBUTING INSURANCE

A. Property at the location(s) specifically identified below:

Premises	Personal Property: Tenants Improvements and Betterments, If Covered		Time Element
	Limit	Coinsurance	Limit
1)	\$	%	\$ @
2)	\$	%	\$ @
3)	\$	%	\$ @

B. Property at other locations not specifically identified under 3A.

\$ _____ in the aggregate at all such locations, not to exceed \$ _____ at any one location, subject to _____ % Coinsurance.

C. Property in the following situations:

(1) \$ _____ on property in due course of transit (other than property under the care, custody or control of salesman) in, on or towed by any one vehicle owned, operated or leased by the insured.

(2) \$ _____ on property in the care, custody or control of any salesman of the insured away from the insured's premises.

(3) \$ _____ in any one loss, disaster or casualty as respects property in the custody of carriers for hire or in due course of transit other than as provided in (1) and (2) above.

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Du Bain</i> PRESIDENT		PRODUCER <i>[Signature]</i> COUNTERSIGNATURE OF AUTHORIZED AGENT LAVEN INSURANCE, INC.

1. In consideration of the premium of the policy to which this endorsement is attached, and only with respect to property to which this endorsement applies, the provisions of this policy are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy subject, however, in all other respects to the provisions of this endorsement and of the policy to which this endorsement is attached.

2. This endorsement applies only to the following items:

Item #1 - Building

3. Unless specifically stated herein, this endorsement shall not apply to stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith, property of others, household furniture or residential contents in portions of a building occupied as the insured's residence; or to manuscripts; or to paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac or other articles of art, rarity or antiquity; or to books of account, abstracts, drawings, card index systems and other records; or to recording or storage media for electronic data processing, including magnetic film, tape, discs, drums and cells.

4. This Company shall not be liable under this endorsement for any loss

(a) Occasioned directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair or demolition of building(s) or structure(s), unless such liability has been specifically assumed under this policy.

(b) Unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch; and, in any event, unless repair or replacement is completed within two (2) years after the destruction or damage, or within such further time as the Company may during the two years, in writing, allow;

(c) Any loss to improvements or betterments if repaired or replaced at the expense of others for the use of the insured.

5. If insurance is written on either a coinsurance or reporting basis, the replacement cost of items to which this endorsement applies shall be used in the application of the coinsurance or full reporting clause.

6. As respects property to which replacement cost coverage is extended under this endorsement, the insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the coinsurance or full reporting clause (if applicable and changed as provided by paragraph 1 of this endorsement) shall apply irrespective of the election of the insured as to this endorsement; and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided this Company is notified in writing within 180 days after loss, of the insured's intent to make such further claim.

7. This Company's liability for loss on a replacement cost basis shall not exceed the smallest of the following amounts:

(a) The limit of liability of this policy applicable to the damaged or destroyed property;

(b) The replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or

(c) The amount actually and necessarily expended in repairing or replacing said property or any part thereof.

8. If the coverage on property under this policy be divided into two or more items, all of the foregoing shall apply separately to each item to which this endorsement applies.

POLICY NUMBER MXP-357 10 78 -A	INSURED MILWOOD W. COOKE & MILDRED A COOKE, Husband & Wife as community property	EFFECTIVE 8/6/80
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bain</i> PRESIDENT		PRODUCER LAVEN INSURANCE, INC. COUNTERSIGNATURE OF AUTHORIZED AGENT <i>[Signature]</i>

VAL - U - GARD ENDORSEMENT

In consideration of \$ U Incl. additional premium, insurance provided under this policy shall be subject to the following provisions:

1. The Coinsurance Clause (or Average Clause) is deleted.
2. The Amount of Insurance (exclusive of this endorsement) shall be automatically increased by 2 % of such amount at the end of each period of three months after the inception of this policy. When the Amount of Insurance is increased or when a new item is added to this policy, after inception, the increase, or the Amount of Insurance on the new item, shall be automatically increased by the same percentage commencing at the end of the three month period in which the increase or addition was endorsed.
3. If the insurance under this policy be divided into two or more items, the foregoing shall apply to each item separately and shall not apply to any item shown below.

POLICY NUMBER	INSURED	EFFECTIVE
MXP-357 10 78 -A	MILWOOD W. COOKE & MILDRED A. COOKE, Husband & Wife as community property	8/6/80
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bain</i> PRESIDENT		PRODUCER LAYEN INSURANCE, INC. COUNTERSIGNATURE OF AUTHORIZED AGENT <i>[Signature]</i> LAYEN INSURANCE, INC.

**RENTAL VALUE INSURANCE
COINSURANCE FORM**

CF 15 12
(Ed. 04 77)

Insurance applies to this item(s) only when "Rental Value", a specific amount and a coinsurance percentage are specified therefor in this policy, and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

SECTION I—DESCRIPTION OF COVERAGE

When this policy covers Rental Value, this Company shall be liable for the ACTUAL LOSS SUSTAINED by the Insured resulting directly from necessary untenantability, caused by damage to or destruction of the building(s) or structure(s) as furnished and equipped by the Insured, on the described premises by the peril(s) insured against during the term of this policy, BUT NOT EXCEEDING THE REDUCTION IN RENTAL VALUE LESS CHARGES AND EXPENSES WHICH DO NOT NECESSARILY CONTINUE DURING THE PERIOD OF UNTEENANTABILITY, FOR ONLY SUCH LENGTH OF TIME AS WOULD BE REQUIRED WITH THE EXERCISE OF DUE DILIGENCE AND DISPATCH TO REBUILD, REPAIR OR REPLACE SUCH PART OF THE PROPERTY HEREIN DESCRIBED AS HAS BEEN DAMAGED OR DESTROYED, commencing with the date of such damage or destruction and not limited by the date of expiration of this policy.

2. Rental Value: For the purposes of this insurance "Rental Value" is defined as the sum of:

- A. the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured, and
- B. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured, and
- C. the fair rental value of any portion of said property which is occupied by the Insured.

In determining Rental Value due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

SECTION II—EXTENSIONS OF COVERAGE

1. Alterations and New Buildings: Permission granted to make alterations in or to construct additions to any building described and to construct new buildings on the described premises. This policy is extended to cover, subject to all its provisions and stipulations, loss of Rental Value resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay restoration to a tenantable condition, the length of time for which this Company shall be liable shall be determined as otherwise provided herein BUT SUCH DETERMINED LENGTH OF TIME SHALL BE APPLIED AND THE LOSS HEREUNDER CALCULATED FROM THE DATE THAT THE PROPERTY WOULD HAVE BEEN TENANTABLE HAD NO DAMAGE OR DESTRUCTION OCCURRED.

This clause does not waive or modify any of the conditions of the Automatic Sprinkler Clause, if any, attached to this policy.

2. EXPENSES TO REDUCE LOSS: THIS POLICY ALSO COVERS SUCH EXPENSES AS ARE NECESSARILY INCURRED FOR THE PURPOSE OF REDUCING LOSS UNDER THIS POLICY (EXCEPT EXPENSE INCURRED TO EXTINGUISH A FIRE), BUT IN NO EVENT SHALL THE AGGREGATE OF SUCH EXPENSES EXCEED THE AMOUNT BY WHICH THE LOSS OTHERWISE PAYABLE UNDER THIS POLICY IS THEREBY REDUCED. SUCH EXPENSES SHALL NOT BE SUBJECT TO THE APPLICATION OF THE COINSURANCE CLAUSE.

3. Interruption by Civil Authority: This policy is extended to include the actual loss sustained by the Insured, resulting directly from untenantability as covered hereunder, during the length of time, NOT EXCEEDING 2 CONSECUTIVE WEEKS, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority.

SECTION III—COINSURANCE

THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE SPECIFIED FOR THIS ITEM BEARS TO THE AMOUNT PRODUCED BY MULTIPLYING THE RENTAL VALUE THAT WOULD HAVE BEEN EARNED (HAD NO LOSS OCCURRED DURING THE 12 MONTHS

IMMEDIATELY FOLLOWING THE DATE OF DAMAGE TO OR DESTRUCTION OF THE DESCRIBED PROPERTY BY THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OR BY ENDORSEMENT).

SECTION IV—LIMITATIONS AND EXCLUSIONS

1. ELECTRICAL APPARATUS: THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE AS INSURED AGAINST ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY ITS PROPORTION OF LOSS CAUSED BY THE ENSUING FIRE.

2. LIMITATION—MEDIA FOR ELECTRONIC DATA PROCESSING: WITH RESPECT TO LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF MEDIA FOR, OR PROGRAMMING RECORDS PERTAINING TO, ELECTRONIC DATA PROCESSING OR ELECTRONICALLY CONTROLLED EQUIPMENT, INCLUDING DATA THEREON, BY THE PERIL(S) INSURED AGAINST, THE LENGTH OF TIME FOR WHICH THIS COMPANY SHALL BE LIABLE HEREUNDER SHALL NOT EXCEED—

A. 30 CONSECUTIVE CALENDAR DAYS; OR

B. THE LENGTH OF TIME THAT WOULD BE REQUIRED TO REBUILD, REPAIR OR REPLACE SUCH OTHER PROPERTY HEREIN DESCRIBED AS HAS BEEN DAMAGED OR DESTROYED;

WHICHEVER IS THE GREATER LENGTH OF TIME.

3. NUCLEAR CLAUSE (NOT APPLICABLE IN NEW YORK): THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART

CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.

4. Nuclear Clause (Applicable in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

5. SPECIAL EXCLUSIONS: THIS COMPANY SHALL NOT BE LIABLE FOR ANY INCREASE OF LOSS RESULTING FROM:

A. ENFORCEMENT OF ANY ORDINANCE OR LAW REGULATING THE USE, CONSTRUCTION, REPAIR OR DEMOLITION OF PROPERTY; OR

B. INTERFERENCE AT THE DESCRIBED PREMISES BY STRIKERS OR OTHER PERSONS WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY OR WITH THE REOCCUPANCY OF THE PREMISES; OR

C. THE SUSPENSION, LAPSE OR CANCELLATION OF ANY LEASE, LICENSE, CONTRACT OR ORDER UNLESS SUCH SUSPENSION, LAPSE OR CANCELLATION RESULTS DIRECTLY FROM THE UNTEENANTABILITY OF THE PREMISES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH LOSS AS AFFECTS THE RENTAL VALUE OF THE PREMISES DURING, AND LIMITED TO, THE PERIOD OF INDEMNITY COVERED UNDER THIS POLICY;

NOR SHALL THIS COMPANY BE LIABLE FOR ANY OTHER CONSEQUENTIAL OR REMOTE LOSS.

SECTION V—OTHER PROVISIONS

1. Control of Property: This insurance shall not be prejudiced by any act or neglect of any person (other than the Insured), when such act or neglect is not within the control of the Insured.

2. Divisible Contract Clause: If this policy covers two or more buildings or the contents of two or more buildings, the breach of any condition or warranty of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition or warranty does not exist.

3. Inspection of Property and Operations: This Company and any person or organization making inspections on the Company's behalf shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

4. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

5. Loss Clause: Any loss hereunder shall not reduce the amount of this policy.

6. PRO RATA CLAUSE: THE LIABILITY UNDER THIS POLICY SHALL NOT EXCEED THAT PROPORTION OF ANY LOSS WHICH THE AMOUNT OF INSURANCE HEREUNDER BEARS TO ALL INSURANCE, WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER THE LOSS INSURED AGAINST BY THIS POLICY.

7. PROTECTIVE SAFEGUARDS: IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED SHALL MAINTAIN SO FAR AS IS WITHIN HIS CONTROL SUCH PROTECTIVE SAFEGUARDS AS ARE SET FORTH BY ENDORSEMENT HERETO.

FAILURE TO MAINTAIN SUCH PROTECTIVE SAFEGUARDS SHALL SUSPEND THIS INSURANCE, ONLY AS RESPECTS THE LOCATION OR SITUATION AFFECTED, FOR THE TIME OF SUCH DISCONTINUANCE.

8. REQUIREMENTS IN CASE LOSS OCCURS: THE INSURED SHALL GIVE IMMEDIATE WRITTEN NOTICE TO THIS COMPANY OF ANY RENTAL VALUE LOSS AND PROTECT THE PROPERTY FROM FURTHER DAMAGE THAT MIGHT RESULT IN EXTENSION OF THE PERIOD OF UNTENANTABILITY, AND WITHIN 60 DAYS FOLLOWING THE DATE OF DAMAGE TO OR DESTRUCTION OF THE REAL OR PERSONAL PROPERTY DESCRIBED, UNLESS SUCH TIME IS EXTENDED IN WRITING BY THIS COMPANY, THE INSURED SHALL RENDER TO THIS COMPANY A PROOF OF LOSS, SIGNED AND SWORN TO BY THE INSURED, STATING THE KNOWLEDGE AND BELIEF OF THE INSURED AS TO THE FOLLOWING:

A. THE TIME AND ORIGIN OF THE PROPERTY DAMAGE OR DESTRUCTION CAUSING THE RENTAL VALUE LOSS,

B. THE INTEREST OF THE INSURED AND OF ALL OTHERS IN THE PROPERTY,

C. ALL OTHER CONTRACTS OF INSURANCE, WHETHER VALID OR NOT, COVERING IN ANY MANNER THE LOSS INSURED AGAINST BY THIS POLICY,

D. ANY CHANGES IN THE TITLE, NATURE, LOCATION, ENCUMBRANCE OR POSSESSION OF SAID PROPERTY SINCE THE ISSUING OF THIS POLICY, AND

E. BY WHOM AND FOR WHAT PURPOSE ANY BUILDING HEREIN DESCRIBED AND THE SEVERAL PARTS THEREOF WERE OCCUPIED AT THE TIME OF DAMAGE OR DESTRUCTION,

AND SHALL FURNISH A COPY OF ALL THE DESCRIPTIONS AND SCHEDULES IN ALL POLICIES, AND THE ACTUAL AMOUNT OF RENTAL VALUE AND LOSS CLAIMED, ACCOMPANIED BY DETAILED EXHIBITS OF ALL VALUES, COSTS AND ESTIMATES UPON WHICH SUCH AMOUNTS ARE BASED.

THE INSURED, AS OFTEN AS MAY BE REASONABLY REQUIRED, SHALL EXHIBIT TO ANY PERSON DESIGNATED BY THIS COMPANY ALL THAT REMAINS OF ANY PROPERTY HEREIN DESCRIBED, AND SUBMIT TO EXAMINATIONS UNDER OATH BY ANY PERSON NAMED BY THIS COMPANY, AND SUBSCRIBE THE SAME; AND, AS OFTEN AS MAY BE REASONABLY REQUIRED, SHALL PRODUCE FOR EXAMINATION ALL BOOKS OF ACCOUNT, BILLS, INVOICES AND OTHER VOUCHERS, OR CERTIFIED COPIES THEREOF IF ORIGINALS BE LOST, AT SUCH REASONABLE TIME AND PLACE AS MAY BE DESIGNATED BY THIS COMPANY OR ITS REPRESENTATIVE, AND SHALL PERMIT EXTRACTS AND COPIES THEREOF TO BE MADE.

9. Subrogation Clause: This insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described.



PORTFOLIO

SECTION I PROPERTY COVERAGE

California Form

Subject to Item 4 of the declarations, the Company agrees that wherever the conditions of the Standard Form Fire Insurance Policy printed below constitutes a liberalization of any policy condition stated elsewhere in the policy, the conditions printed below shall be paramount with respect to insurance afforded under Section I.

It is agreed that the dollars premium, term of insurance, amount insured, location of property and the name of the insured as required to be specified in the California Standard Form Fire Insurance Policy shall be the same as provided in the declarations.

CALIFORNIA STANDARD FORM FIRE INSURANCE POLICY

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the specified dollars premium in the declarations, this Company, for the term of years specified in the declarations from inception date shown in the declarations At 12:01 am (Standard Time) to expiration date shown in the declarations At 12:01 am (Standard Time) at location of property involved, to an amount not exceeding the specified dollars in the declarations, does insure the insured named in the declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED**, to the property described in the declarations while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

1 **Concealment, fraud.** This entire policy shall be void if, whether
2 before or after a loss, the insured has wilfully concealed or mis-
3 represented any material fact or circumstance concerning this
4 insurance or the subject thereof, or the interest of the insured
5 therein, or in case of any fraud or false swearing by the insured
6 relating thereto.

7 **Uninsurable and excepted property.** This policy shall not cover
8 accounts, bills, currency, deeds, evidences of debt, money or
9 securities; nor, unless specifically named hereon in writing,
10 bullion or manuscripts.

11 **Perils not included.** This company shall not be liable for loss by
12 fire or other perils insured against in this policy caused, directly
13 or indirectly, by: (a) enemy attack by armed forces, including
14 action taken by military, naval or air forces in resisting an actual
15 or an immediately impending enemy attack; (b) invasion;
16 (c) insurrection; (d) rebellion; (e) revolution; (f) civil war;
17 (g) usurped power; (h) order of any civil authority except acts
18 of destruction at the time of and for the purpose of preventing the
19 spread of fire, provided that such fire did not originate from any
20 of the perils excluded by this policy; (i) neglect of the insured to
21 use all reasonable means to save and preserve the property at
22 and after a loss, or when the property is endangered by fire in
23 neighboring premises; (j) nor shall this company be liable for
24 loss by theft.

25 **Other insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by endorsement attached
27 hereto.

28 **Conditions suspending or restricting insurance.** Unless otherwise
29 provided in writing added hereto this company shall not be liable
30 for loss occurring (a) while the hazard is increased by any
31 means within the control or knowledge of the insured; or (b)
32 while a described building, whether intended for occupancy by
33 owner or tenant, is vacant or unoccupied beyond a period of
34 60 consecutive days; or (c) as a result of explosion or riot,
35 unless fire ensue, and in that event for loss by fire only.

36 **Other perils or subjects.** Any other peril to be insured against
37 or subject of insurance to be covered in this policy shall be by
38 endorsement in writing hereon or added hereto.

39 **Added provisions.** The extent of the application of insurance
40 under this policy and of the contribution to be made by this com-
41 pany in case of loss, and any other provision or agreement not in-
42 consistent with the provisions of this policy, may be provided for
43 in writing added hereto, but no provision may be waived except
44 such as by the terms of this policy or by statute is subject to
45 change.

46 **Waiver provisions.** No permission affecting this insurance shall
47 exist, or waiver of any provision be valid, unless granted herein
48 or expressed in writing added hereto. No provision, stipulation
49 or forfeiture shall be held to be waived by any requirement or
50 proceeding on the part of this company relating to appraisal or
51 to any examination provided for herein.

52 **Cancellation of policy.** This policy shall be canceled at any time
53 at the request of the insured, in which case this company shall,
54 upon demand and surrender of this policy, refund the excess of
55 paid premium above the customary short rates for the expired
56 time. This policy may be canceled at any time by this company

57 by giving to the insured a five days' written notice of cancellation
58 with or without tender of the excess of paid premium above the
59 pro rata premium for the expired time, which excess, if not ten-
60 dered, shall be refunded on demand. Notice of cancellation
61 shall state that said excess premium (if not tendered) will be
62 refunded on demand.

63 **Mortgagee interests and obligations.** If loss hereunder is made
64 payable, in whole or in part, to a designated mortgagee not
65 named herein as the insured, such interest in this policy may be
66 canceled by giving to such mortgagee a 10 days' written notice
67 of cancellation.

68 If the insured fails to render proof of loss such mortgagee, upon
69 notice, shall render proof of loss in the form herein specified
70 within sixty (60) days thereafter and shall be subject to the pro-
71 visions hereof relating to appraisal and time of payment and of
72 bringing suit. If this company shall claim that no liability existed
73 as to the mortgagor or owner, it shall, to the extent of payment
74 of loss to the mortgagee, be subrogated to all the mortgagee's
75 rights of recovery, but without impairing mortgagee's right to
76 sue; or it may pay off the mortgage debt and require an assign-
77 ment thereof and of the mortgage. Other provisions relating to
78 the interests and obligations of such mortgagee may be added
79 hereto by agreement in writing.

80 **Pro rata liability.** This company shall not be liable for a
81 greater proportion of any loss than the amount hereby insured
82 shall bear to the whole insurance covering the property against
83 the peril involved, whether collectible or not.

84 **Requirements in case loss occurs.** The insured shall give writ-
85 ten notice to this company of any loss without unnecessary de-
86 lay, protect the property from further damage, forthwith sepa-
87 rate the damaged and undamaged personal property, put it in
88 the best possible order, furnish a complete inventory of the de-
89 stroyed, damaged and undamaged property, showing in detail
90 quantities, costs, actual cash value and amount of loss claimed;
91 and within 60 days after the loss, unless such time is extended
92 in writing by this company, the insured shall render to this com-
93 pany a proof of loss, signed and sworn to by the insured, stating
94 the knowledge and belief of the insured as to the following: the
95 time and origin of the loss, the interest of the insured and of all
96 others in the property, the actual cash value of each item thereof
97 and the amount of loss thereto, all encumbrances thereon, all
98 other contracts of insurance, whether valid or not, covering any
99 of said property, any changes in the title, use, occupation, loca-
100 tion, possession or exposures of said property since the issuing of
101 this policy, by whom and for what purpose any building herein
102 described and the several parts thereof were occupied at the
103 time of loss and whether or not it then stood on leased ground,
104 and shall furnish a copy of all the descriptions and schedules in
105 all policies and, if required and obtainable, verified plans and
106 specifications of any building, fixtures or machinery de-
107 stroyed or damaged. The insured, as often as may be reason-
108 ably required, shall exhibit to any person designated by this
109 company all that remains of any property herein described, and
110 submit to examinations under oath by any person named by this
111 company, and subscribe the same; and, as often as may be rea-
112 sonably required, shall produce for examination all books of
113 account, bills, invoices and other vouchers, or certified copies

114 thereof if originals be lost, at such reasonable time and place as
115 may be designated by this company or its representative, and
116 shall permit extracts and copies thereof to be made.
117 **Appraisal.** In case the insured and this company shall fail to
118 agree as to the actual cash value or the amount of loss, then, on
119 the written demand of either, each shall select a competent and
120 disinterested appraiser and notify the other of the appraiser
121 selected within 20 days of such demand. The appraisers
122 shall first select a competent and disinterested umpire; and fail-
123 ing for 15 days to agree upon such umpire, then, on request of
124 the insured or this company, such umpire shall be selected by a
125 judge of a court of record in the state in which the property cov-
126 ered is located. The appraisers shall then appraise the loss,
127 stating separately actual cash value and loss to each item; and,
128 failing to agree, shall submit their differences, only, to the um-
129 pire. An award in writing, so itemized, of any two when filed
130 with this company shall determine the amount of actual cash
131 value and loss. Each appraiser shall be paid by the party
132 selecting him and the expenses of appraisal and umpire shall
133 be paid by the parties equally.
134 **Company's options.** It shall be optional with this company to
135 take all, or any part, of the property at the agreed or appraised

136 value, and also to repair, rebuild or replace the property
137 destroyed or damaged with other of like kind and quality
138 within a reasonable time, on giving notice of its intention so to
139 do within 30 days after the receipt of the proof of loss herein
140 required.
141 **Abandonment.** There can be no abandonment to this com-
142 pany of any property.
143 **When loss payable.** The amount of loss for which this com-
144 pany may be liable shall be payable 60 days after proof of
145 loss, as herein provided, is received by this company and ascer-
146 tainment of the loss is made either by agreement between the
147 insured and this company expressed in writing or by the filing
148 with this company of an award as herein provided.
149 **Suit.** No suit or action on this policy for the recovery of any
150 claim shall be sustainable in any court of law or equity unless
151 all the requirements of this policy shall have been complied
152 with, and unless commenced within 12 months next after
153 inception of the loss.
154 **Subrogation.** This company may require from the insured
155 an assignment of all right of recovery against any party for
156 loss to the extent that payment therefor is made by this
157 company.

1 **Concealment, fraud.** This entire policy shall be void if, whether
2 before or after a loss, the insured has willfully concealed or mis-
3 represented any material fact or circumstance concerning this
4 insurance or the subject thereof, or the interest of the insured
5 therein, or in case of any fraud or false swearing by the insured
6 relating thereto.

7 **Uninsurable and excepted property.** This policy shall not cover
8 accounts, bills, currency, deeds, evidences of debt, money or
9 securities; nor, unless specifically named hereon in writing,
10 bullion or manuscripts.

11 **Perils not included.** This company shall not be liable for loss by
12 fire or other perils insured against in this policy caused, directly
13 or indirectly, by: (a) enemy attack by armed forces, including
14 action taken by military, naval or air forces in resisting an actual
15 or an immediately impending enemy attack; (b) invasion;
16 (c) insurrection; (d) rebellion; (e) revolution; (f) civil war;
17 (g) usurped power; (h) order of any civil authority except acts
18 of destruction at the time of and for the purpose of preventing the
19 spread of fire, provided that such fire did not originate from any
20 of the perils excluded by this policy; (i) neglect of the insured to
21 use all reasonable means to save and preserve the property at
22 and after a loss, or when the property is endangered by fire in
23 neighboring premises; (j) nor shall this company be liable for
24 loss by theft.

25 **Other Insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by endorsement attached
27 hereto.

28 **Conditions suspending or restricting insurance.** Unless otherwise
29 provided in writing added hereto this company shall not be liable
30 for loss occurring (a) while the hazard is increased by any
31 means within the control or knowledge of the insured; or (b)
32 while a described building, whether intended for occupancy by
33 owner or tenant, is vacant or unoccupied beyond a period of
34 60 consecutive days; or (c) as a result of explosion or riot,
35 unless fire ensue, and in that event for loss by fire only.

36 **Other perils or subjects.** Any other peril to be insured against
37 or subject of insurance to be covered in this policy shall be by
38 endorsement in writing hereon or added hereto.

39 **Added provisions.** The extent of the application of insurance
40 under this policy and of the contribution to be made by this com-
41 pany in case of loss, and any other provision or agreement not in-
42 consistent with the provisions of this policy, may be provided for
43 in writing added hereto, but no provision may be waived except
44 such as by the terms of this policy or by statute is subject to
45 change.

46 **Waiver provisions.** No permission affecting this insurance shall
47 exist, or waiver of any provision be valid, unless granted herein
48 or expressed in writing added hereto. No provision, stipulation
49 or forfeiture shall be held to be waived by any requirement or
50 proceeding on the part of this company relating to appraisal or
51 to any examination provided for herein.

52 **Cancellation of policy.** This policy shall be canceled at any time
53 at the request of the insured, in which case this company shall,
54 upon demand and surrender of this policy, refund the excess of
55 paid premium above the customary short rates for the expired
56 time. This policy may be canceled at any time by this company
57 by giving to the insured a five days' written notice of cancellation
58 with or without tender of the excess of paid premium above the
59 pro rata premium for the expired time, which excess, if not ten-
60 dered, shall be refunded on demand. Notice of cancellation
61 shall state that said excess premium (if not tendered) will be
62 refunded on demand.

63 **Mortgagee interests and obligations.** If loss hereunder is made
64 payable, in whole or in part, to a designated mortgagee not
65 named herein as the insured, such interest in this policy may be
66 canceled by giving to such mortgagee a 10 days' written notice
67 of cancellation.

68 If the insured fails to render proof of loss such mortgagee, upon
69 notice, shall render proof of loss in the form herein specified
70 within sixty (60) days thereafter and shall be subject to the pro-
71 visions hereof relating to appraisal and time of payment and of
72 bringing suit. If this company shall claim that no liability existed
73 as to the mortgagor or owner, it shall, to the extent of payment
74 of loss to the mortgagee, be subrogated to all the mortgagee's
75 rights of recovery, but without impairing mortgagee's right to
76 sue; or it may pay off the mortgage debt and require an assign-
77 ment thereof and of the mortgage. Other provisions relating to
78 the interests and obligations of such mortgagee may be added
79 hereto by agreement in writing.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

80 **Pro rata liability.** This company shall not be liable for a
81 greater proportion of any loss than the amount hereby insured
82 shall bear to the whole insurance covering the property against
83 the peril involved, whether collectible or not.

84 **Requirements in case loss occurs.** The insured shall give writ-
85 ten notice to this company of any loss without unnecessary de-
86 lay, protect the property from further damage, forthwith sepa-
87 rate the damaged and undamaged personal property, put it in
88 the best possible order, furnish a complete inventory of the de-
89 stroyed, damaged and undamaged property, showing in detail
90 quantities, costs, actual cash value and amount of loss claimed;
91 and within 60 days after the loss, unless such time is extended
92 in writing by this company, the insured shall render to this com-
93 pany a proof of loss, signed and sworn to by the insured, stating
94 the knowledge and belief of the insured as to the following: the
95 time and origin of the loss, the interest of the insured and of all
96 others in the property, the actual cash value of each item thereof
97 and the amount of loss thereto, all encumbrances thereon, all
98 other contracts of insurance, whether valid or not, covering any
99 of said property, any changes in the title, use, occupation, loca-
100 tion, possession or exposures of said property since the issuing of
101 this policy, by whom and for what purpose any building herein
102 described and the several parts thereof were occupied at the
103 time of loss and whether or not it then stood on leased ground,
104 and shall furnish a copy of all the descriptions and schedules in
105 all policies and, if required and obtainable, verified plans and
106 specifications of any building, fixtures or machinery de-
107 stroyed or damaged. The insured, as often as may be reason-
108 ably required, shall exhibit to any person designated by this
109 company all that remains of any property herein described, and
110 submit to examinations under oath by any person named by this
111 company, and subscribe the same; and, as often as may be rea-
112 sonably required, shall produce for examination all books of
113 account, bills, invoices and other vouchers, or certified copies
114 thereof if originals be lost, at such reasonable time and place as
115 may be designated by this company or its representative, and
116 shall permit extracts and copies thereof to be made.

117 **Appraisal.** In case the insured and this company shall fail to
118 agree as to the actual cash value or the amount of loss, then, on
119 the written demand of either, each shall select a competent and
120 disinterested appraiser and notify the other of the appraiser
121 selected within 20 days of such demand. The appraisers
122 shall first select a competent and disinterested umpire; and fail-
123 ing for 15 days to agree upon such umpire, then, on request of
124 the insured or this company, such umpire shall be selected by a
125 judge of a court of record in the state in which the property cov-
126 ered is located. The appraisers shall then appraise the loss,
127 stating separately actual cash value and loss to each item; and,
128 failing to agree, shall submit their differences, only, to the um-
129 pire. An award in writing, so itemized, of any two when filed
130 with this company shall determine the amount of actual cash
131 value and loss. Each appraiser shall be paid by the party
132 selecting him and the expenses of appraisal and umpire shall
133 be paid by the parties equally.

134 **Company's options.** It shall be optional with this company to
135 take all, or any part, of the property at the agreed or appraised
136 value, and also to repair, rebuild or replace the property
137 destroyed or damaged with other of like kind and quality
138 within a reasonable time, on giving notice of its intention so to
139 do within 30 days after the receipt of the proof of loss herein
140 required.

141 **Abandonment.** There can be no abandonment to this com-
142 pany of any property.

143 **When loss payable.** The amount of loss for which this com-
144 pany may be liable shall be payable 60 days after proof of
145 loss, as herein provided, is received by this company and ascer-
146 tainment of the loss is made either by agreement between the
147 insured and this company expressed in writing or by the filing
148 with this company of an award as herein provided.

149 **Suit.** No suit or action on this policy for the recovery of any
150 claim shall be sustainable in any court of law or equity unless
151 all the requirements of this policy shall have been complied
152 with, and unless commenced within 12 months next after
153 inception of the loss.

154 **Subrogation.** This company may require from the insured
155 an assignment of all right of recovery against any party for
156 loss to the extent that payment therefor is made by this
157 company.

Robert P. J. Conroy
SECRETARY

Myron Au Bain
PRESIDENT

PROPERTY OWNERS POLICY

from
New Hampshire Insurance Group



**EVERGREEN INSURANCE
SERVICES**

(213) 978-1333
14147 S. Hawthorne Blvd.
Hawthorne, CA 90250

PROTECTING YOUR FUTURE



APPLICABLE FORMS AND ENDORSEMENTS **POP — PART C**



This policy is subject to all of the provisions, conditions and limits of liability as are indicated in or upon the forms and endorsements designated by an "X" in the box preceding each applicable form or by designation following the form title

☒ Policy Part ~~XXX~~C ☒ Sec. I Provisions — POP 203 ☒ Sec. II Provisions — POP 303 ☐ Sec. III Provisions — POP 400
(2-84) Edition (3-80) Edition 11-80) Edition _____ Edition

DECLARATIONS — PART B

Edition ☒ (4-80) Part B-1 Locations POP 201-X Edition ☒ (7-82) Part B-2 Section I Schedule POP 249-X
☒ (12-82) Part B-3 Section II Schedule POP 305-X ☐ _____ Part B-4 Crime Schedule POP 407-X
☒ (4-80) Part B-5 Inland Marine Schedule POP 528-X ☐ _____ Additional Locations POP 217-X

APPLICABLE TO SECTION I — PROPERTY

Forms Applicable	FORM NUMBER	Edition Date	FORM TITLE	Applies Only to Designated Items
<input checked="" type="checkbox"/>	POP 204A	(5-80)	General Property Form	A, I
<input type="checkbox"/>	POP 205		Additional Perils	
<input type="checkbox"/>	POP 206		Vandalism and Malicious Mischief	
<input checked="" type="checkbox"/>	POP 207A	(12-83)	General Property Form Extension	A, I
<input type="checkbox"/>	POP 210		Loss of Rents	
<input type="checkbox"/>	POP 212		Gross Earnings	
<input type="checkbox"/>	POP 213-X		Loss of Earnings	
<input type="checkbox"/>	POP 214		Special Office Contents	
<input checked="" type="checkbox"/>	POP 239	(1-81)	Special Personal Property Coverage	B
<input checked="" type="checkbox"/>	POP2006CA	(11-83)	PART A - JACKET	
<input checked="" type="checkbox"/>	POP251	(5-80)	EXCLUSION REVISION	
<input checked="" type="checkbox"/>	POP216	(1-83)	REPLACEMENT COST	
<input checked="" type="checkbox"/>	POP231B	(11-81)	DEDUCTIBLE PER ITEM	
<input checked="" type="checkbox"/>	POP230	(6-73)	EXTENSION OF COVERAGE ADDENDUM	A, B, I
<input checked="" type="checkbox"/>	POP501	(6-72)	NAMED INSURED ENDORSEMENT	

APPLICABLE TO SECTION II — LIABILITY

<input checked="" type="checkbox"/>	POP 306	(1-84)	Comprehensive General
<input type="checkbox"/>	POP 307		Storekeepers
<input type="checkbox"/>	POP 308		Owners', Landlords' and Tenants'
<input type="checkbox"/>	POP 309		Manufacturers' and Contractors'
<input type="checkbox"/>	POP 310		Premises Medical Payments
<input checked="" type="checkbox"/>	POP 311	(6-72)	Single Limit
<input type="checkbox"/>	POP 313		Personal Injury
<input checked="" type="checkbox"/>	POP 314	(4-73)	Additional Exclusions
<input checked="" type="checkbox"/>	L9235	(7-78)	AMENDATORY ENDORSEMENT
<input checked="" type="checkbox"/>	L6178	(4-84)	AMENDATORY ENDORSEMENT
<input checked="" type="checkbox"/>	GU245	(10-84)	AMENDATORY ENDORSEMENT
<input checked="" type="checkbox"/>	GL2133	(2-85)	POLLUTION EXCLUSION
<input checked="" type="checkbox"/>	LD6238	(12-82)	SUBSIDENCE ENDORSEMENT

APPLICABLE TO SECTION III — CRIME

<input type="checkbox"/>	POP 402		Storekeepers Burglary and Robbery
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

APPLICABLE TO SECTION IV — OTHER

<input type="checkbox"/>	POP 503		Glass Coverage
<input checked="" type="checkbox"/>	POP535	(3-83)	SCHEDULED PROPERTY FLOATER
<input checked="" type="checkbox"/>	IMD402	(3-84)	TRANSPORTATION LOCATION FLOATER
<input checked="" type="checkbox"/>	IMD492	(8-85)	COMMERCIAL TOOLS
<input type="checkbox"/>			

☒ If an "X" here additional applicable forms are listed on POP-202-B affixed

POP 947 71 40
POLICY NUMBER
4/1/86
EFFECTIVE DATE

APPLICABLE FORMS AND ENDORSEMENTS
POP — PART C — CONTINUED



ISSUED
TO:

FLEETWOOD MACHINE PRODUCTS INC., ETAL

APPLICABLE TO SECTION I — PROPERTY

Appli- cable Forms	FORM NUMBER	Edition Date	FORM TITLE	Applies Only To Designated Items
<input checked="" type="checkbox"/>	POP245	(4-82)	PROTECTIVE SAFEGUARD ENDORSEMENT	
<input checked="" type="checkbox"/>	CF1505	(10-79)	COMBINED BUSINESS INTERRUPTION & EXTRA EXPENSE INSURANCE	
<input checked="" type="checkbox"/>	POP513	(4-73)	LOSS PAYABLE	
<input checked="" type="checkbox"/>	POP501	(6-72)	AMENDMENT OF CANCELLATION PROVISIONS	
<input checked="" type="checkbox"/>	POP501	(6-72)	EXTENDED DEFINITION OF BUILDING	
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

APPLICABLE TO SECTION II — LIABILITY

<input checked="" type="checkbox"/>	POP326MP	(8-80)	PREMISES OPERATIONS LIABILITY EXTENSION	
<input checked="" type="checkbox"/>	LD6210	(10-84)	EMPLOYEE BENEFITS LIABILITY	
<input checked="" type="checkbox"/>	POP501	(6-72)	ADDITIONAL INSURED LEASE EQUIPMENT	
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

APPLICABLE TO SECTION III — CRIME

<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

APPLICABLE TO SECTION IV — OTHER

<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

PART A

PROPERTY OWNER'S POLICY

A POLICY OF INSURANCE

New Hampshire Insurance Group

HOME OFFICE: MANCHESTER, NEW HAMPSHIRE


NEW HAMPSHIRE
INSURANCE COMPANY

AMERICAN FIDELITY
COMPANY

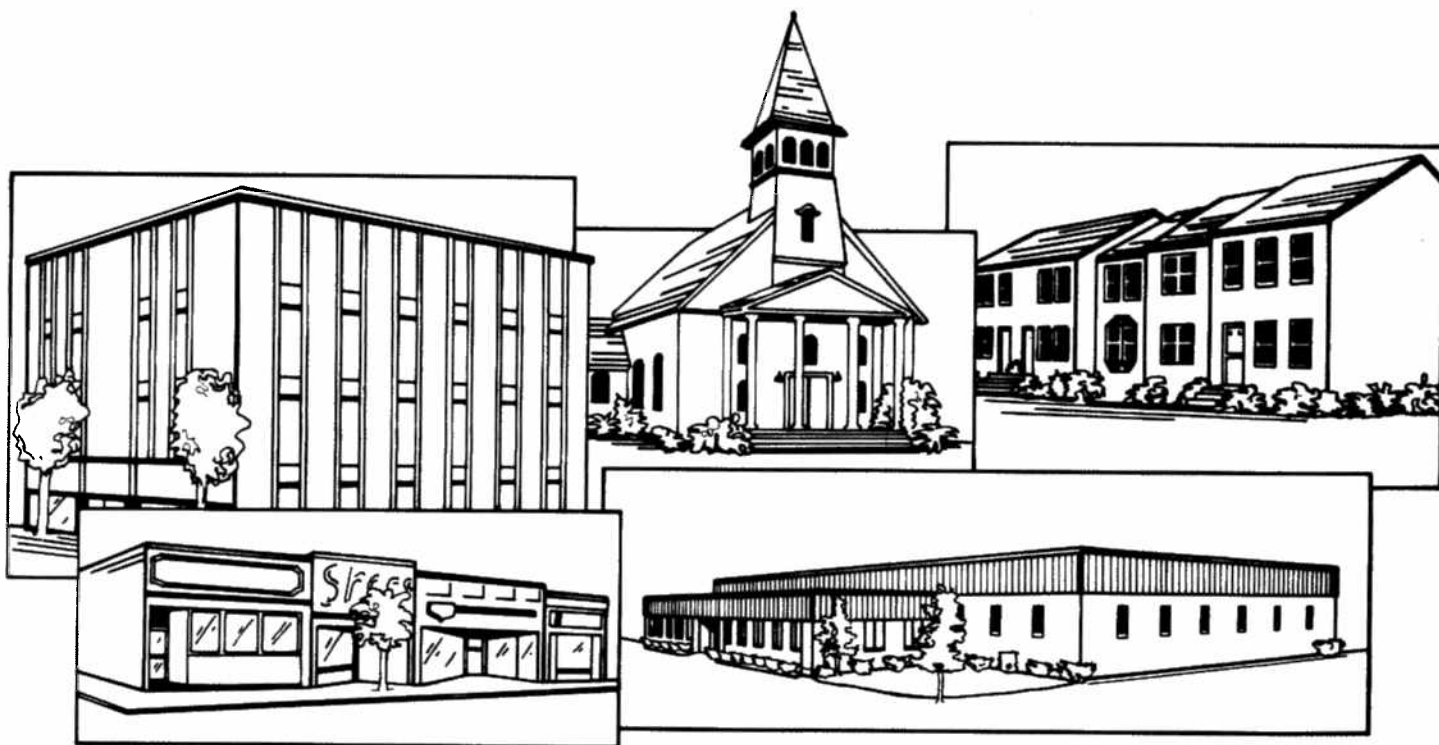
GRANITE STATE
INSURANCE COMPANY

NEW HAMPSHIRE INDEMNITY
COMPANY, INC.

ILLINOIS NATIONAL
INSURANCE CO.
Springfield, Illinois

 Member Companies of
American International Group

ALASKA
INSURANCE COMPANY
Anchorage, Alaska



This Policy Contains Deductible Clauses

COVERAGE IS PROVIDED BY THE COMPANY NAMED UPON
PART B

A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

**THIS POLICY IS NOT VALID OR COMPLETE UNLESS A
DECLARATIONS-PART B COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE
OF THE COMPANY IS INCLUDED HERewith**

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Specified in the Declarations (Part B) (or specified in endorsement(s) made a part hereof), this Company, for the term shown in the Declarations (Part B) from inception date shown in the Declarations (Part B) at 12:01 a.m. (Standard Time) to expiration date shown in the Declarations (Part B) at 12:01 a.m. (Standard Time) at location of property involved, to an amount not exceeding the amount(s) specified, in the Declarations (Part B) does insure the Insured named in the Declarations (Part B) and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the Insured, against all LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

CALIFORNIA STANDARD FIRE POLICY PROVISIONS

1 **Concealment, fraud.** This entire policy shall be void if, whether
2 before or after a loss, the insured has wilfully concealed or mis-
3 represented any material fact or circumstance concerning this
4 insurance or the subject thereof, or the interest of the insured
5 therein, or in case of any fraud or false swearing by the insured
6 relating thereto.

7 **Uninsurable and excepted property.** This policy shall not cover
8 accounts, bills, currency, deeds, evidences of debt, money or
9 securities; nor, unless specifically named hereon in writing,
10 bullion or manuscripts.

11 **Perils not included.** This company shall not be liable for loss by
12 fire or other perils insured against in this policy caused, directly
13 or indirectly, by: (a) enemy attack by armed forces, including
14 action taken by military, naval or air forces in resisting an actual
15 or an immediately impending enemy attack; (b) invasion;
16 (c) insurrection; (d) rebellion; (e) revolution; (f) civil war;
17 (g) usurped power; (h) order of any civil authority except acts
18 of destruction at the time of and for the purpose of preventing the
19 spread of fire, provided that such fire did not originate from any
20 of the perils excluded by this policy; (i) neglect of the insured to
21 use all reasonable means to save and preserve the property at
22 and after a loss, or when the property is endangered by fire in
23 neighboring premises; (j) nor shall this company be liable for
24 loss by theft.

25 **Other insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by endorsement attached
27 hereto.

28 **Conditions suspending or restricting insurance.** Unless otherwise
29 provided in writing added hereto this company shall not be liable
30 for loss occurring (a) while the hazard is increased by any
31 means within the control or knowledge of the insured; or (b)
32 while a described building, whether intended for occupancy by
33 owner or tenant, is vacant or unoccupied beyond a period of
34 60 consecutive days; or (c) as a result of explosion or riot,
35 unless fire ensue, and in that event for loss by fire only.

36 **Other perils or subjects.** Any other peril to be insured against
37 or subject of insurance to be covered in this policy shall be by
38 endorsement in writing hereon or added hereto.

39 **Added provisions.** The extent of the application of insurance
40 under this policy and of the contribution to be made by this com-
41 pany in case of loss, and any other provision or agreement not in-
42 consistent with the provisions of this policy, may be provided for
43 in writing added hereto, but no provision may be waived except
44 such as by the terms of this policy or by statute is subject to
45 change.

46 **Waiver provisions.** No permission affecting this insurance shall
47 exist, or waiver of any provision be valid, unless granted herein
48 or expressed in writing added hereto. No provision, stipulation
49 or forfeiture shall be held to be waived by any requirement or
50 proceeding on the part of this company relating to appraisal or
51 to any examination provided for herein.

52 **Cancellation of policy.** This policy shall be canceled at any time
53 at the request of the insured, in which case this company shall,
54 upon demand and surrender of this policy, refund the excess of
55 paid premium above the customary short rates for the expired
56 time. This policy may be canceled at any time by this company
57 by giving to the insured a five days' written notice of cancellation
58 with or without tender of the excess of paid premium above the
59 pro rata premium for the expired time, which excess, if not ten-
60 dered, shall be refunded on demand. Notice of cancellation
61 shall state that said excess premium (if not tendered) will be
62 refunded on demand.

63 **Mortgagee interests and obligations.** If loss hereunder is made
64 payable, in whole or in part, to a designated mortgagee not
65 named herein as the insured, such interest in this policy may be
66 canceled by giving to such mortgagee a 10 days' written notice
67 of cancellation.

68 If the insured fails to render proof of loss such mortgagee, upon
69 notice, shall render proof of loss in the form herein specified
70 within sixty (60) days thereafter and shall be subject to the pro-
71 visions hereof relating to appraisal and time of payment and of
72 bringing suit. If this company shall claim that no liability existed
73 as to the mortgagor or owner, it shall, to the extent of payment

74 of loss to the mortgagee, be subrogated to all the mortgagee's
75 rights of recovery, but without impairing mortgagee's right to
76 sue; or it may pay off the mortgage debt and require an assign-
77 ment thereof and of the mortgage. Other provisions relating to
78 the interests and obligations of such mortgagee may be added
79 hereto by agreement in writing.

80 **Pro rata liability.** This company shall not be liable for a
81 greater proportion of any loss than the amount hereby insured
82 shall bear to the whole insurance covering the property against
83 the peril involved, whether collectible or not.

84 **Requirements in case loss occurs.** The insured shall give writ-
85 ten notice to this company of any loss without unnecessary de-
86 lay, protect the property from further damage, forthwith sepa-
87 rate the damaged and undamaged personal property, put it in
88 the best possible order, furnish a complete inventory of the de-
89 stroyed, damaged and undamaged property, showing in detail
90 quantities, costs, actual cash value and amount of loss claimed;
91 and within 60 days after the loss, unless such time is extended
92 in writing by this company, the insured shall render to this com-
93 pany a proof of loss, signed and sworn to by the insured, stating
94 the knowledge and belief of the insured as to the following: the
95 time and origin of the loss, the interest of the insured and of all
96 others in the property, the actual cash value of each item thereof
97 and the amount of loss thereto, all encumbrances thereon, all
98 other contracts of insurance, whether valid or not, covering any
99 or said property, any changes in the title, use, occupation, loca-
100 tion, possession or exposures of said property since the issuing of
101 this policy, by whom and for what purpose any building herein
102 described and the several parts thereof were occupied at the
103 time of loss and whether or not it then stood on leased ground,
104 and shall furnish a copy of all the descriptions and schedules in
105 all policies and, if required and obtainable, verified plans and
106 specifications of any building, fixtures or machinery de-
107 stroyed or damaged. The insured, as often as may be reason-
108 ably required, shall exhibit to any person designated by this
109 company all that remains of any property herein described, and
110 submit to examinations under oath by any person named by this
111 company, and subscribe the same; and, as often as may be rea-
112 sonably required, shall produce for examination all books of
113 account, bills, invoices and other vouchers, or certified copies
114 thereof if originals be lost, at such reasonable time and place as
115 may be designated by this company or its representative, and
116 shall permit extracts and copies thereof to be made.

117 **Appraisal.** In case the insured and this company shall fail to
118 agree as to the actual cash value or the amount of loss, then, on
119 the written demand of either, each shall select a competent and
120 disinterested appraiser and notify the other of the appraiser
121 selected within 20 days of such demand. The appraisers
122 shall first select a competent and disinterested umpire; and fail-
123 ing for 15 days to agree upon such umpire, then, on request of
124 the insured or this company, such umpire shall be selected by a
125 judge of a court of record in the state in which the property cov-
126 ered is located. The appraisers shall then appraise the loss,
127 stating separately actual cash value and loss to each item; and,
128 failing to agree, shall submit their differences, only, to the um-
129 pire. An award in writing, so itemized, of any two when filed
130 with this company shall determine the amount of actual cash
131 value and loss. Each appraiser shall be paid by the party
132 selecting him and the expenses of appraisal and umpire shall
133 be paid by the parties equally.

134 **Company's options.** It shall be optional with this company to
135 take all, or any part, of the property at the agreed or appraised
136 value, and also to repair, rebuild or replace the property
137 destroyed or damaged with other of like kind and quality
138 within a reasonable time, on giving notice of its intention so to
139 do within 30 days after the receipt of the proof of loss herein
140 required.

141 **Abandonment.** There can be no abandonment to this com-
142 pany of any property.

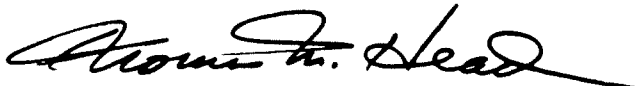
143 **When loss payable.** The amount of loss for which this com-
144 pany may be liable shall be payable 60 days after proof of
145 loss, as herein provided, is received by this company and ascer-
146 tainment of the loss is made either by agreement between the

147 insured and this company expressed in writing or by the filing
148 with this company of an award as herein provided.
149 **Suit.** No suit or action on this policy for the recovery of any
150 claim shall be sustainable in any court of law or equity unless
151 all the requirements of this policy shall have been complied
152 with, and unless commenced within 12 months next after

153 inception of the loss.

154 **Subrogation.** This company may require from the insured
155 an assignment of all right of recovery against any party for
156 loss to the extent that payment therefor is made by this
157 company.

IN WITNESS WHEREOF, this company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of this company at the agency hereinbefore mentioned.


Secretary


President

PROVISIONS APPLYING TO ALL SECTIONS OF THIS POLICY

A. WAR RISK EXCLUSION: Under Section 1 as respects perils other than fire (which is otherwise provided for on page 2 of this policy) and under Section II as respects liability assumed by the insured under any incidental contract or as to first aid or medical expense, this policy shall not apply to loss, bodily injury, or property damage caused, directly or indirectly, by or due to any act or condition incident to the following:

1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;
2. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

B. LIBERALIZATION CLAUSE: In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:

1. the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and
2. the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.

C. INSPECTION AND AUDIT: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within one year after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. CANCELLATION: The words "five days" in the cancellation provision on Page 2 of the policy are deleted and the words "ten days" are substituted therefor.

E. SUBROGATION:

1. In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and delivery instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights except as provided below.
2. As respects coverage provided under Section I—Property Coverage of this policy, this insurance shall not be invalidated should the insured waive in writing any or all right of recovery against any party for loss. Provided, however, that in the event the insured waives only a part of his rights against any particular third party, this Company shall

be subrogated with respect to all rights of recovery which the insured may retain against any such third party for loss from the perils insured against to the extent that payment therefor is made by this Company; all subject to the following additional provisions:

- (a) If made before loss has occurred, such agreement may run in favor of any third party;
- (b) If made after loss has occurred, such agreement may run only in favor of a third party falling within one of the following categories at the time of loss:
 - (1) A third party insured under this policy; or
 - (2) A corporation, firm, or entity (a) owned or controlled by the named insured or in which the named insured owns capital stock or other proprietary interest, or (b) owning or controlling the named insured or owning or controlling capital stock or other proprietary interest in the named insured; or
 - (3) A tenant of the named insured.

F. CONFORMITY WITH STATUTE: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

G. POLICY PERIOD, TERRITORY:

1. Section 1 of this policy applies only to loss to property during the policy period while such property is within the fifty states of the United States of America and the District of Columbia.
2. Section II of this policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory; "policy territory" means:
 - a. the United States of America, its territories or possessions, or Canada, or
 - b. international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
 - c. anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph a. above, provided the original suit for such damages is brought within such territory.

H. TIME OF INCEPTION: To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

I. DEFERRED PREMIUM PAYMENT: If the Insured elects to pay the premium in equal annual payments as indicated on Part B of this policy the premium for this policy is hereby made so payable.

Default in making any payment shall be construed as a request of the Insured to cancel this policy, in which case this Company shall, upon demand and surrender of this policy, or after ten days written notice to the Insured, comply with the said request.

If this policy is cancelled, either at the request of the insured or at the election of this Company, this Company shall refund to the Insured only the excess of paid premium over earned premium. In the event the earned premium exceeds the paid premium the Insured shall pay this Company the difference.

J. LOSS CLAUSE: Any loss under Sections I or II shall not reduce the amount of this policy or the limit of liability stated herein.

K. MODIFICATION OF TERMS: Provisions on page 2 of the policy pertaining to waiver, cancellation and concealment or fraud shall apply to all Policy Sections.



PROVISIONS APPLICABLE TO SECTION I

A. NUCLEAR CLAUSE: The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy; however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

B. NUCLEAR EXCLUSION: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause above.

C. NO CONTROL: This insurance shall not be prejudiced:

1. by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building, when such act or neglect of the owner or occupant is not within the control of the insured, or
2. by failure of the insured to comply with any warranty or condition contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

D. PROTECTIVE SAFEGUARDS: It is a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance, only as respects the location or situation affected, for the time of such discontinuance.

E. IMPAIRMENT OF RECOVERY: Except as noted below, the Company shall not be bound to pay any loss if the insured shall have impaired any right of recovery for loss to the property insured; however it is agreed that:

1. as respects property while on the premises of the insured, permission is given the insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and

2. as respects property in transit, the insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

F. OTHER INSURANCE:

1. Loss by fire or other perils not provided for in 2. below: If at the time of the loss, there is other insurance available to the insured or any other interested party covering such loss or which would have covered such loss except for the existence of this insurance, then the Company shall be liable as follows:

a. If such insurance is Contributing Insurance, defined as any insurance written in the name of the insured, upon the same plan, terms, conditions and provisions as contained in this policy whether collectible or not, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such property.

b. If such insurance is Specific Insurance, defined as any insurance other than that described as Contributing Insurance in a. above, the Company shall not be liable for any loss hereunder until the liability of such Specific Insurance has been exhausted, and then shall cover only such amount as may exceed the amount due from such Specific Insurance (whether collectible or not) after application of any contribution, coinsurance, average or distribution or other clauses contained in policies of such Specific Insurance affecting the amount collectible thereunder, not exceeding however, the applicable limit of liability under this policy.

2. Loss by burglary, robbery or theft or loss of personal property covered on an unspecified peril basis: Insurance under this policy shall apply as excess insurance over any other valid and collectible insurance which would apply in the absence of this policy.

3. When loss under this policy is subject to a deductible, the Company shall not be liable for more than its pro rata share of such loss in excess of the deductible amount.

G. NO BENEFIT TO BAILEE: This insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee for hire.

H. LOSS PAYABLE CLAUSE: Loss if any, shall be adjusted with the named insured and shall be payable to him unless other payee is specifically named hereunder.

- I. **REPORT TO POLICE:** When either a loss or occurrence takes place, the insured shall give notice thereof to the proper police authority if loss or occurrence is due to a violation of a law.

J. MORTGAGE CLAUSE — Applicable only to buildings (Not applicable in Massachusetts or Minnesota)

This clause is effective if a mortgagee is named in the Declarations or upon an endorsement thereto. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations or upon an endorsement thereto, this insurance shall not be affected by any of the following:

- (a) any act or neglect of the mortgagor or owner of the described buildings;
- (b) any foreclosure or other proceedings or notice of sale relating to the property;
- (c) any change in the title or ownership of the property;
- (d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy

and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

J. LOSS PAYABLE CLAUSE — Applicable only in Massachusetts

If a mortgagee, or mortgagees, is named on the first page of this policy or by endorsement thereto, loss, if any, on real estate is payable to such mortgagee, or mortgagees, as the interests of such mortgagee or mortgagees, may appear in order of their priority, under any present or future mortgage, or mortgages, of the within described real estate (but in no event to exceed the amount of insurance named in the within policy).

POP 947-71-40

POP 294 55 45
Renewal of Number1985
Year of First IssueNEW HAMPSHIRE INSURANCE GROUP
MANCHESTER, NEW HAMPSHIRE

PROPERTY OWNER'S POLICY DECLARATIONS-PART B-1

COVERAGE IS PROVIDED BY THE COMPANY NAMED BELOW



NEW HAMPSHIRE INSURANCE COMPANY

THIS DECLARATIONS PAGE AND APPLICABLE SCHEDULES, WITH POLICY PROVISIONS — Part A AND PART C
FORMS AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY

Item 1. Name Insured and P.O. Address

(No. Street Town County State)

FLEETWOOD MACHINE PRODUCTS INC., ETAL
PER POP501(6-72)
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIAZIP
CODE 91605

Item 2. Policy Period: ONE Year(s)

From 4/1/86 To 4/1/87

- ☒
- 12 01 A.M., Standard Time at location of designated premises
-
- ☐
- NOON, Standard Time at location of designated premises

Item 3. The Named Insured is

- ☐
- Individual
- ☐
- Partnership
- ☒
- Corporation
- ☐
- Joint Venture
-
- ☐
- Other

Item 4. Location of Premises

LOC NO	Bldg No	Prot Class	LOCATION OF PREMISES	Construction	OCCUPANCY
1	1	2	11433 - 11449 VANOWEN STREET NORTH HOLLYWOOD, CALIFORNIA	FRAME	MACHINE SHOP
2	1	2	2902 EAST WASHINGTON PHOENIX, ARIZONA	FRAME	MACHINE SHOP
3	1	2	11423 VANOWEN STREET, UNIT 23 & 24 NORTH HOLLYWOOD, CALIFORNIA	FRAME	MACHINE SHOP

Continued on POP 217-X

Item 5. Insurance is provided with respect to those premises described above and with respect to those coverages and kinds of property for which a specific limit of liability is shown (upon Schedules made a part hereto) subject to all of the terms of this policy including forms and endorsements made a part hereof.

Item 6. Mortgage Clause: (Applicable to Coverage A only)

Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items shall be payable to:

Item 7. Loss Payee: (Applicable to Coverage B only)

Loss, if any, to be adjusted only with the Insured named herein and made payable to the Insured and to:

U. B. LEASING INC.
P.O. BOX 93610
PASADENA, CALIFORNIA 91109-3610

Item 8

The Total Provisional Premium

\$ 62,375.

Payable: At Inception

\$ 62,375.

At each anniversary

\$ ---

Countersignature Date APRIL 10, 1986

Agent's No.: 4-4286-6 NLA/EFR

Agency at

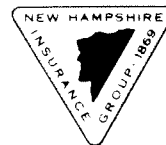
HARTFORD, CALIFORNIA
EVERGREEN INSURANCE AGENCY

Agent.

POP 201-X (4/80)

DECLARATIONS—PART B-2 PROPERTY SCHEDULE

SECTION I



PROPERTY
SCHEDULE
B-

LOC NO	BLDG NO	COVERAGE	K E Y	LIMIT OF LIABILITY	COINSURANCE % OR CONTRIBUTION	LOSS OF EARNINGS LIMIT OF LIABILITY EACH 30 DAYS AND AGGREGATE	REPORTING FORM* LIMIT OF LIABILITY FOR ALL CONTRIBUTING INSURANCE	*REPORTING FORM PROVISIONAL AMOUNT
		BLANKET BUILDING	A	\$1,294,444.	90%			\$ _____ and an amount of \$ _____ for any location acquired by the Insured for similar occupancy or for warehouse purposes — if reported on the next statement of values following such acquisition Subject to a minimum Premium of: \$ _____
		BLANKET CONTENTS	B	\$2,163,281.	90%			
		BLANKET COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE	I	\$1,800,000.	PER CF1505(10-79) ATTACHED			
1	1	BUILDING	A	INCLUDED IN BLANKET				COVERAGE KEY A) Building B) Contents C) Gross Earnings D) Loss of Earnings E) Extra Expense F) Rents G) Tuition Fees H) Commission of Selling Agents I) COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE K) L) M)
		CONTENTS	B	INCLUDED IN BLANKET				
		COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE	I	INCLUDED IN BLANKET				
2	1	BUILDING	A	INCLUDED IN BLANKET				
		CONTENTS	B	INCLUDED IN BLANKET				
		COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE	I	INCLUDED IN BLANKET				
3	1	BUILDING	A	INCLUDED IN BLANKET				
		CONTENTS	B	INCLUDED IN BLANKET				
		COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE	I	INCLUDED IN BLANKET				
							Page _____ Of _____	



GENERAL PROPERTY FORM

\$100 DEDUCTIBLE CLAUSE APPLIES

SECTION I — PROPERTY COVERAGE

All the provisions of this form, and of the policy of which it is made a part, apply separately to each item as per schedule, or separately to each premises when coverage is written blanket on All Real and Personal Property.

I. PROPERTY COVERED

COVERAGE A — BUILDING(S): When the insurance under this policy covers buildings, such insurance shall also cover all additions and extensions attached thereto; all fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building; materials and supplies intended for use in construction, alteration or repair of the buildings; yard fixtures; personal property of the insured as landlord used for the maintenance or service of the described buildings, including fire extinguishing apparatus, floor coverings, refrigerating, ventilating, cooking, dishwashing and laundering equipment, shades and outdoor furniture (BUT NOT INCLUDING OTHER PERSONAL PROPERTY IN AREAS FURNISHED BY THE INSURED AS LANDLORD); all while at the described locations.

COVERAGE B — PERSONAL PROPERTY: When the insurance under this policy covers personal property, such insurance shall cover only business personal property of the insured usual to the oc-

cupancy of the insured, including bullion, manuscripts, furniture, fixtures, equipment and supplies, NOT OTHERWISE COVERED UNDER THIS POLICY, and shall cover similar property held by the insured and belonging in whole or in part to others for not exceeding the amount for which the insured is liable; all while in or on the described buildings, or in the open (including within vehicles) on the described premises or within 100 feet thereof.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions comprising a part of the buildings occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to removal by the insured.

Storm doors, sash, screens, awnings, and outdoor signs when insured, on or attached to a building(s) or elsewhere on the premises are part of Coverages A or B as follows: (1) Part of Coverage A if the Insured is the owner-occupant of a building; (2) Part of Coverage B if the Insured is the tenant of a building.

II. PROPERTY NOT COVERED

IN ADDITION TO THE KINDS OF PROPERTY WHICH ARE OTHERWISE EXCLUDED OR LIMITED UNDER THIS POLICY, THE FOLLOWING ARE ALSO EXCLUDED FROM COVERAGE UNDER THIS FORM:

A. ANIMALS AND PETS; AIRCRAFT; WATERCRAFT, INCLUDING MOTORS, EQUIPMENT AND ACCESSORIES (EXCEPT ROWBOATS AND CANOES, WHILE OUT OF WATER AND ON THE DESCRIBED PREMISES); AND AUTOMOBILES, TRAILERS, SEMI-TRAILERS OR ANY SELF-PROPELLED VEHICLES OR MACHINES, EXCEPT MOTORIZED EQUIPMENT NOT LICENSED FOR USE ON PUBLIC THOROUGHFARES AND OPERATED PRINCIPALLY ON THE PREMISES OF THE INSURED. THIS EXCLUSION DOES NOT APPLY WHEN THE FOLLOWING TYPES OF PROPERTY ARE HELD FOR SALE OR SOLD BUT NOT DELIVERED AND ARE SPECIFICALLY COVERED BY ENDORSEMENT:

1. ANIMALS AND PETS.
2. MOTORCYCLES AND MOTOR SCOOTERS.
3. TRAILERS DESIGNED FOR USE WITH PRIVATE PASSENGER VEHICLES FOR GENERAL UTILITY PURPOSES OR CARRYING BOATS.
4. WATERCRAFT WHILE NOT AFLOAT.

B. OUTDOOR SWIMMING POOLS; FENCES; PIERS; WHARVES AND DOCKS; BEACH OR DIVING PLATFORMS OR APPURTENANCES; RETAINING WALLS NOT CONSTITUTING A PART OF BUILDING; WALKS, ROADWAYS AND OTHER PAVED SURFACES; UNLESS SUCH ITEMS ARE SPECIFICALLY COVERED BY ENDORSEMENT.

C. THE COST OF EXCAVATIONS, GRADING OR FILLING; FOUNDATIONS OF BUILDINGS, MACHINERY, BOILERS OR ENGINES WHICH FOUNDATIONS ARE BELOW THE UNDERSURFACE OF THE LOWEST BASEMENT FLOOR, OR WHERE THERE IS NO BASEMENT, BELOW THE SURFACE OF THE GROUND; PILINGS, PIERS, PIPES, FLUES AND DRAINS WHICH ARE UNDERGROUND; PILINGS WHICH ARE BELOW THE LOW WATER MARK.

D. OUTDOOR SIGNS, WHETHER OR NOT ATTACHED TO A BUILDING, UNLESS SPECIFICALLY COVERED BY ENDORSEMENT.

E. HOUSEHOLD AND PERSONAL EFFECTS CONTAINED IN LIVING QUARTERS OCCUPIED BY THE INSURED, ANY OFFICER, DIRECTOR, STOCKHOLDER OR PARTNER OF THE INSURED OR RELATIVES OF ANY OF THE FOREGOING, EXCEPT AS PROVIDED IN THE EXTENSIONS OF COVERAGE OR UNLESS SPECIFICALLY COVERED BY ENDORSEMENT.

F. GROWING CROPS AND LAWNS.

G. PROPERTY OF TENANTS OR GUESTS, EXCEPT AS PROVIDED IN THE EXTENSIONS OF COVERAGE.

H. TREES, SHRUBS AND PLANTS, EXCEPT WHEN HELD FOR SALE OR SOLD BUT NOT DELIVERED, OR TO THE EXTENT PROVIDED IN THE EXTENSIONS OF COVERAGE.

I. PROPERTY WHICH IS MORE SPECIFICALLY COVERED IN WHOLE OR IN PART UNDER THIS OR ANY OTHER CONTRACT OF INSURANCE.

III. PERILS INSURED AGAINST

This policy insures under Section I against all direct loss to the property covered under this form caused by the following perils, except as otherwise specifically provided:

A. Fire.

B. Lightning.

C. Windstorm and Hail:

1. THE COMPANY SHALL NOT BE LIABLE AS RESPECTS THESE PERILS FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY FROST OR COLD WEATHER OR ICE (OTHER THAN HAIL) SNOW OR SLEET, WHETHER DRIVEN BY WIND OR NOT.

2. THE COMPANY SHALL NOT BE LIABLE AS RESPECTS THESE PERILS FOR LOSS TO THE INTERIOR OF THE BUILDINGS OR THE PROPERTY COVERED THEREIN CAUSED:

a. BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS THE BUILDINGS COVERED OR CONTAINING THE PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDINGS OR THE PROPERTY COVERED THEREIN AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDINGS THROUGH OPENINGS IN THE ROOF OR WALLS BY DIRECT ACTION OF WIND OR HAIL; OR

b. BY WATER FROM SPRINKLER EQUIPMENT OR OTHER PIPING, UNLESS SUCH EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF WIND OR HAIL.

3. UNLESS SPECIFICALLY COVERED BY ENDORSEMENT, THE COMPANY SHALL NOT BE LIABLE AS RESPECTS THESE PERILS FOR DAMAGE TO THE FOLLOWING PROPERTY:

a. GRAIN, HAY, STRAW OR OTHER CROPS OUTSIDE OF BUILDINGS;

b. WINDMILLS, WINDPUMPS OR THEIR TOWERS;

c. CROP SILOS OR THEIR CONTENTS;

d. METAL SMOKESTACKS OR WHEN OUTSIDE OF BUILDINGS, CLOTH AWNINGS;

e. OUTDOOR RADIO OR TELEVISION ANTENNAS INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS;

f. TREES, SHRUBS AND PLANTS.

D. Explosion: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. THE COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM

TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED. THE FOLLOWING ARE NOT EXPLOSIONS WITHIN THE INTENT OR MEANING OF THESE PROVISIONS.

1. SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM".

2. ELECTRIC ARCING.

3. RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN.

4. WATER HAMMER.

5. RUPTURE OR BURSTING OF WATER PIPES.

6. RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER.

7. RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.

E. Sudden and Accidental Damage from Smoke, OTHER THAN SMOKE FROM AGRICULTURAL SMUDGING OR INDUSTRIAL OPERATIONS.

F. Vehicles or Aircraft: LOSS BY AIRCRAFT OR BY VEHICLES SHALL MEAN ONLY DIRECT LOSS RESULTING FROM ACTUAL PHYSICAL CONTACT OF AN AIRCRAFT OR A VEHICLE WITH THE PROPERTY COVERED HEREUNDER OR WITH THE BUILDINGS CONTAINING THE PROPERTY COVERED HEREUNDER, except that loss by aircraft includes direct loss by objects falling therefrom.

THE COMPANY SHALL NOT BE LIABLE AS RESPECTS THIS PERIL FOR LOSS.

1. BY ANY VEHICLE OWNED OR OPERATED BY THE INSURED OR BY ANY OCCUPANT OF THE DESCRIBED PREMISES; OR

2. TO ANY AIRCRAFT OR VEHICLE, INCLUDING CONTENTS THEREOF, OTHER THAN STOCKS OF AIRCRAFT OR VEHICLES IN PROCESS OF MANUFACTURE OR FOR SALE.

G. Riot, Riot Attending a Strike and Civil Commotion: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or occupants of the described buildings while occupied by said striking employees and shall also include under this peril direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. THE COMPANY SHALL NOT BE LIABLE AS RESPECTS THIS PERIL FOR LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF THE DESCRIBED PROPERTY OWING TO CHANGE IN TEMPERATURE OR HUMIDITY OR INTERRUPTION OF OPERATIONS, WHETHER OR NOT SUCH LOSS IS COVERED BY THIS POLICY AS TO OTHER PERILS.

IV. EXTENSIONS OF COVERAGE

Except with respect to Replacement Cost Extension:

(A) Each of the limits of liability specified for the following EXTENSIONS OF COVERAGE applies as an additional amount of insurance.

(B) The Coinsurance Clause shall not apply to loss under the EXTENSIONS OF COVERAGE.

The total amount recoverable under the EXTENSIONS OF COVERAGE in this form and EXTENSIONS OF COVERAGE in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance Condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following EXTENSIONS OF COVERAGE.

The total amount recoverable under the EXTENSIONS OF COVERAGE shall not exceed the largest amount recoverable under the specific limit of liability being extended.

IX. VALUATION

Subject to the provisions and stipulations of this policy, the following bases for valuation of property are established:

A. Property of others at the amount for which the insured is liable BUT IN NO EVENT TO EXCEED ACTUAL CASH VALUE.

B. Tenant's Improvements and Betterments:

1. IF REPAIRED OR REPLACED AT THE EXPENSE OF THE INSURED WITHIN A REASONABLE TIME AFTER LOSS, THE ACTUAL CASH VALUE OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTERMENTS.
2. IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED PROPERTY WHICH THE UNEXPIRED TERM OF THE LEASE OR RENTAL AGREEMENT, WHETHER WRITTEN OR ORAL, IN EFFECT AT THE TIME OF LOSS BEARS TO THE

PERIODS FROM THE DATES SUCH IMPROVEMENTS OR BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.

3. IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE INSURED, THERE SHALL BE NO LIABILITY HEREUNDER.

C. Books of account, manuscripts, abstracts, drawings, card index systems and other records (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING) FOR NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL.

D. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing FOR NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

E. ALL OTHER PROPERTY AT ACTUAL CASH VALUE.

X. CONDITIONS

Permits and Use: Except as otherwise provided herein, permission is hereby granted:

1. to make alterations and repairs;
2. for such unoccupancy as is usual or incidental to the described occupancy but vacancy is limited to the 60 day period permitted by the policy conditions;
3. in the event of loss hereunder, to make reasonable repairs, tempo-

rary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril not otherwise excluded shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

XI. STATE EXCEPTIONS

Applicable to Florida — Endorsement POP-506 shall apply.

Applicable to Alabama — Unearned Premium Clause — If a loss is paid under this policy the Named Insured shall be indemnified for loss of the pro rata unearned premium on the amount of such loss payment; however, this Company may elect by written notice within 60 days after time of loss to reinstate this policy in the

amount of such loss and, in consideration of such reinstatement, make no payment to the Named Insured as otherwise provided by this clause.

Applicable to California and Massachusetts — Section 1 — Perils Fire and Lightning — Coverage is for "All Loss or Damage" by reason of these perils.

A. NEWLY ACQUIRED PROPERTY

1. The insured may apply up to 20%, BUT NOT EXCEEDING \$100,000, of the limit of liability specified for Coverage A — Building(s) for loss in any one occurrence by a peril insured against to cover as follows:
 - a. New additions, new buildings and new structures when constructed on the described premises and intended for similar occupancy. THIS COVERAGE SHALL CEASE 60 DAYS FROM THE DATE CONSTRUCTION BEGINS OR ON THE DATE THE VALUES OF NEW CONSTRUCTION ARE REPORTED TO THE COMPANY, WHICHEVER OCCURS FIRST.
 - b. Buildings acquired by the insured at any other location within the territorial limits of this policy and used by him for similar occupancies or warehouse purposes. THIS COVERAGE SHALL CEASE 60 DAYS FROM THE DATE OF SUCH ACQUISITION OR ON THE DATE VALUES OF SUCH ACQUISITION ARE REPORTED TO THE COMPANY, WHICHEVER OCCURS FIRST.
2. The insured may apply up to 10%, BUT NOT EXCEEDING \$50,000, of the limit of liability specified for Coverage B — Personal Property for loss in any one occurrence by a peril insured against to cover such property at any location newly acquired by the insured, elsewhere than at the described premises but within the territorial limits of this policy. THIS COVERAGE SHALL CEASE 60 DAYS FROM THE DATE OF SUCH ACQUISITION OR ON THE DATE VALUES OF SUCH ACQUISITION ARE REPORTED TO THE COMPANY, WHICHEVER OCCURS FIRST.

ADDITIONAL PREMIUM SHALL BE DUE AND PAYABLE FOR VALUES SO REPORTED FROM THE DATE CONSTRUCTION BEGINS OR THE PROPERTY IS ACQUIRED.

B. OFF-PREMISES: The insured may apply up to 5%, BUT NOT EXCEEDING \$10,000, of the sum of the limits of liability specified for Coverage A — Building(s) and Coverage B — Personal Property at the location from which the property is removed for loss in any one occurrence by a peril insured against to cover such property. The insured may apply up to 2%, BUT NOT EXCEEDING \$5,000, of the sum of the limits of liability specified for Coverage A — Building(s) and Coverage B — Personal Property at the location from which the property is removed for loss in any one occurrence by a peril insured against to cover MERCHANDISE OR STOCK; while temporarily removed from the described premises or during transportation by motor vehicle, including loss when caused by collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the roadbed or by means other than as expressly indicated. THIS EXTENSION OF COVERAGE SHALL NOT APPLY TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED. IT SHALL APPLY ONLY AS TO PERILS ENUMERATED IN THIS FORM, ANY ENDORSEMENTS TO THE CONTRARY NOTWITHSTANDING.

C. PERSONAL EFFECTS: The insured may apply up to \$500 of the limit of liability specified for Coverage B — Personal Property for loss at the described location in any one occurrence by a peril insured against to cover personal effects of others while such property is in the

care, custody or control of the insured, subject to a limit of \$100 for such property belonging to any one person. The insured may apply up to \$2,000 of the limit of liability specified for Coverage B — Personal Property for loss at the described location in any one occurrence by a peril insured against to cover personal effects of the insured, members of the insured's household, officers or partners in the business subject to a limit of \$1000 for such property belonging to any one person. THIS EXTENSION OF COVERAGE DOES NOT APPLY IF THE LOSS IS COVERED BY ANY OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT, OR WHICH WOULD HAVE BEEN COVERED BY SUCH OTHER INSURANCE IN THE ABSENCE OF THIS POLICY.

D. VALUABLE PAPERS AND RECORDS: The insured may apply up to 2%, BUT NOT EXCEEDING \$2,500 at a described location, or \$500 at a temporary Off-Premises location, of the limit of liability specified for Coverage B — Personal Property for loss at the described locations in any one occurrence by a peril insured against to cover the cost of research and other expense necessarily incurred to reproduce, replace or restore books of account, other than records pertaining to all sums due the insured from others, abstracts, drawings, card index systems and other business records, including film, tape, wire or other recording media, all the property of the insured.

E. ACCOUNTS RECEIVABLE: The insured may apply up to \$500 of the limit of liability specified for Coverage B — Personal Property for loss at the described locations in any one occurrence by a peril insured against to cover:

- (a) All sums due the insured from customers, provided the insured is unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;
- (b) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- (c) Collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- (d) Other expenses, when reasonably incurred by the insured in re-establishing records of accounts receivable following such loss or damage.

Insurance under this extension shall apply only while records of accounts receivable are contained in the premises described above, it being a condition precedent to any right of recovery hereunder that such records shall be kept in fire resistive receptacles at all times when the premises are not open for business, except while such records are in actual use or are being removed to a place of safety because of imminent danger of loss or damage and while being returned from such place.

F. TREES, SHRUBS AND PLANTS: The insured may apply up to \$1,000 of the sum of the limits of liability specified for Coverage A Building(s) and Coverage B — Personal Property to cover trees, shrubs and plants at the described location AGAINST LOSS IN ANY ONE OCCURRENCE BY FIRE, LIGHTNING, EXPLOSION, RIOT, CIVIL COM-MOTION OR AIRCRAFT, ALL AS DEFINED HEREIN, BUT THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$250 ON ANY ONE TREE, SHRUB OR PLANT, INCLUDING EXPENSE INCURRED FOR REMOVING DEBRIS THEREOF.

V. EXCLUSIONS

THIS POLICY DOES NOT INSURE UNDER THIS FORM AGAINST:

A. LOSS OCCASIONED DIRECTLY OR INDIRECTLY BY:

1. ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDINGS OR STRUCTURES UNLESS SUCH LIABILITY IS OTHERWISE SPECIFICALLY ASSUMED BY ENDORSEMENT;
2. ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS LOSS BY FIRE OR EXPLOSION AS INSURED AGAINST HEREUNDER ENSUES, AND THEN THE COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

B. LOSS CAUSED BY OR RESULTING FROM POWER, HEATING OR COOLING FAILURE, UNLESS SUCH FAILURE RESULTS FROM PHYSICAL DAMAGE TO POWER, HEATING OR COOLING EQUIPMENT SITUATED ON PREMISES WHERE THE PROPERTY COVERED IS LOCATED, CAUSED BY A PERIL INSURED AGAINST. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS SPECIFICALLY EXCLUDED UNDER THE RIOT PROVISIONS OF THIS FORM.

C. LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING:

1. EARTH MOVEMENT, INCLUDING BUT NOT LIMITED TO EARTHQUAKE, LANDSLIDE, MUDFLOW, EARTH SINKING, EARTH RISING OR SHIFTING;
2. FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;
3. WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;
4. WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY FIRE OR EXPLOSION AS INSURED AGAINST HEREUNDER ENSUES, AND THEN THE COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

VI. COINSURANCE CLAUSE

THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PORTION OF ANY LOSS TO THE PROPERTY COVERED HEREUNDER THAN THE LIMIT OF LIABILITY UNDER THIS POLICY FOR SUCH PROPERTY BEARS TO THE AMOUNT PRODUCED BY MULTIPLYING THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED IN THIS POLICY) BY THE ACTUAL CASH VALUE OF SUCH PROPERTY AT THE TIME OF THE LOSS.

IN THE EVENT THAT THE AGGREGATE CLAIM FOR ANY LOSS IS BOTH LESS THAN \$10,000 AND LESS THAN 5% OF THE LIMIT OF LIABILITY FOR ALL CONTRIBUTING INSURANCE APPLICABLE TO THE PROPERTY INVOLVED AT THE TIME SUCH LOSS OCCURS, NO SPECIAL INVENTORY AND APPRAISEMENT OF THE UNDAMAGED PROPERTY SHALL BE REQUIRED, PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE THE APPLICATION OF THE FIRST PARAGRAPH OF THIS CLAUSE.

IF INSURANCE UNDER SECTION I OF THIS POLICY IS DIVIDED INTO SEPARATE LIMITS OF LIABILITY, THE FOREGOING SHALL APPLY SEPARATELY TO THE PROPERTY COVERED UNDER EACH SUCH LIMIT OF LIABILITY.

THE VALUE OF PROPERTY COVERED UNDER EXTENSIONS OF COVERAGE, AND THE COST OF THE REMOVAL OF DEBRIS, SHALL NOT BE CONSIDERED IN THE DETERMINATION OF ACTUAL CASH VALUE WHEN APPLYING THE COINSURANCE CLAUSE.

THIS COINSURANCE CLAUSE SHALL SUPERSEDE AND REPLACE THE COINSURANCE CLAUSE, OTHERWISE APPLICABLE, UNDER ANY OTHER PROPERTY COVERAGE FORM MADE A PART OF THIS POLICY.

WHEN PROPERTY COVERAGE IS ON A REPLACEMENT COST BASIS, PARAGRAPH ONE, "ACTUAL CASH VALUE OF SUCH PROPERTY AT TIME OF LOSS" SHALL READ "REPLACEMENT COST VALUE OF SUCH PROPERTY AT THE TIME OF LOSS".

VII. DEDUCTIBLE CLAUSE

THE SUM OF \$100 SHALL BE DEDUCTED FROM THE AMOUNT OF LOSS TO PROPERTY IN ANY ONE OCCURRENCE RESULTING FROM ANY OF THE PERILS INSURED AGAINST. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (INCLUDING PER-

SONAL PROPERTY THEREIN), SEPARATELY TO PERSONAL PROPERTY IN EACH BUILDING IF NO COVERAGE IS PROVIDED ON THE CONTAINING BUILDING, AND SEPARATELY TO PERSONAL PROPERTY IN THE OPEN.

VIII. DEBRIS REMOVAL

DEBRIS REMOVAL — COVERAGE A — BUILDING(S) OR COVERAGE B — PERSONAL PROPERTY: This policy covers expense incurred in the removal of debris of the property covered hereunder which may be occasioned by loss by a peril insured against. THE TOTAL AMOUNT RECOVERABLE UNDER THIS POLICY SHALL NOT EXCEED THE LIMIT OF LIABILITY STIPULATED FOR EACH ITEM. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

G. EXTRA EXPENSE: The insured may apply up to 2% BUT NOT EXCEEDING \$2,500, of the sum of the limits of liability specified for Coverage A – Building(s) and Coverage B – Personal Property at the damaged locations to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operation of the insured's business following damage by the perils insured against to the buildings or contents thereof situated at the described locations.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operation of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. ANY SALVAGE VALUE OF PROPERTY OBTAINED FOR TEMPORARY USE DURING THE PERIOD OF RESTORATION, WHICH REMAINS AFTER THE RESUMPTION OF NORMAL OPERATIONS, SHALL BE TAKEN INTO CONSIDERATION IN THE ADJUSTMENT OF ANY LOSS HEREUNDER.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or contents thereof as has been damaged.

THE COMPANY SHALL NOT BE LIABLE FOR:

1. LOSS OF INCOME.
2. THE COST OF REPAIRING OR REPLACING ANY OF THE DESCRIBED PROPERTY, OR THE COST OF RESEARCH OR OTHER EXPENSE NECESSARY TO REPLACE OR RESTORE DAMAGED BOOKS OF ACCOUNT, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS OR OTHER RECORDS (INCLUDING FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING), THAT HAVE BEEN DAMAGED BY THE PERILS INSURED AGAINST, EXCEPT COST IN EXCESS OF THE NORMAL COST OF SUCH REPAIR, REPLACEMENT OR RESTORATION NECESSARILY INCURRED FOR THE PURPOSE OF REDUCING THE TOTAL AMOUNT OF EXTRA EXPENSE. IN NO EVENT SHALL SUCH EXCESS COST EXCEED THE AMOUNT BY WHICH THE TOTAL EXTRA EXPENSE OTHERWISE PAYABLE UNDER THIS EXTENSION OF COVERAGE IS REDUCED.
3. ANY OTHER CONSEQUENTIAL OR REMOTE LOSS.

H. REPLACEMENT COST: In the event of loss to a building structure covered under this policy, when THE FULL COST OF REPAIR OR REPLACEMENT IS LESS THAN \$1,000, the coverage of this policy is extended to include the full cost of repair or replacement (without deduction for depreciation).

1. THIS EXTENSION OF COVERAGE SHALL BE APPLICABLE ONLY TO A BUILDING STRUCTURE COVERED HEREUNDER, BUT EXCLUDING FLOOR COVERINGS FASTENED TO THE FLOOR

OR WALLS, MIRRORS, AIRCONDITIONERS, DOMESTIC APPLIANCES AND OUTDOOR EQUIPMENT, ALL WHETHER PERMANENTLY ATTACHED TO THE BUILDING STRUCTURE OR NOT.

2. THE COMPANY SHALL NOT BE LIABLE UNDER THIS EXTENSION OF COVERAGE FOR ANY LOSS UNLESS AND UNTIL THE DAMAGED PROPERTY IS ACTUALLY REPAIRED OR REPLACED ON THE SAME PREMISES WITH DUE DILIGENCE AND DISPATCH, AND, IN NO EVENT, UNLESS REPAIR OR REPLACEMENT IS COMPLETED WITHIN A REASONABLE TIME AFTER SUCH LOSS.
3. THE COMPANY SHALL NOT BE LIABLE UNDER THIS EXTENSION OF COVERAGE FOR ANY LOSS UNLESS THE WHOLE AMOUNT OF INSURANCE APPLICABLE TO THE BUILDING STRUCTURE FOR WHICH CLAIM IS MADE IS EQUAL TO OR IN EXCESS OF THE AMOUNT PRODUCED BY MULTIPLYING THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED IN THIS POLICY) BY THE ACTUAL CASH VALUE OF SUCH PROPERTY AT THE TIME OF THE LOSS.

I. OUTBUILDINGS: The insured may apply up to 10% of the total amount specified for Coverage A, Buildings but not to exceed \$2,500 to cover outbuildings, PROVIDED THAT SUCH OUTBUILDINGS ARE NOT USED FOR OR IN CONNECTION WITH MERCANTILE OR MANUFACTURING OPERATIONS.

J. LOSS OF RENTS: The insured may apply up to but not exceeding \$1,000 of the limit of liability specified for Coverage A, to cover loss of Rents in any one occurrence, from insured property rented to others, when said property has been rendered untenable by the perils insured against to an extent to relieve the tenant's rent obligation to the insured.

The term rents shall mean the determined rents due from others (does not include areas occupied by the named insured) less such charges as do not necessarily continue after occurrence by the peril insured.

The liability under this extension shall be determined for the time required with the exercise of due diligence and dispatch, to put the rented portion of the premises in tenable condition, but not limited by the expiration date of this policy but in no event for an amount in excess of actual rents loss sustained or the limit of liability as stated in paragraph 1 of this extension.

K. PROPERTY OF TENANTS: The insured may apply up to but not in excess of \$1000 of the limit specified for Coverage B – to cover loss in any one occurrence from perils insured, to property of tenants left in the care, custody and control of the insured. The limit for each tenant shall not exceed \$250.

This Extension does not apply if the loss is covered by any other insurance, whether collectible or not, or would have been covered by such other insurance in the absence of this policy.



GENERAL PROPERTY FORM EXTENSION

Special Building Coverage \$100 Deductible Applicable

The provisions of the General Property Form applicable to Coverage A-Buildings, to the extent indicated in the Policy Limits, and Coverage Forms attached to this policy, are revised or superseded only to the extent of the provisions of this extension, and only at such locations and for such buildings as may be enumerated upon Part C or upon an endorsement. This extension does not increase the amount of insurance provided in this policy.

II. PROPERTY NOT COVERED AND PROPERTY SUBJECT TO LIMITATIONS

In addition to the kinds of property which are otherwise excluded or limited under this policy, the following property is subject to these additional limitations:

- A. Plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) are not covered against loss caused by or resulting from freezing while the described buildings are vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy.
- B. Steam boilers, steam pipes, steam turbines or steam engines are not covered against loss caused by any condition or occurrence within such boilers, pipes, turbines or engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire-box, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom).
- C. Hot water boilers or other equipment for heating water are not covered against loss caused by any condition or occurrence within such boilers or equipment, other than an explosion.
- D. Glass is not covered against loss for more than \$50 per plate, pane, multiple plate, insulating unit, radiant heating panel, jalousie, louver or shutter, nor for more than \$250 in any one occurrence, unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, discharge from fire protection or building service equipment, explosion, riot or civil commotion, and then the company shall be liable only to the extent that such perils are insured against in this policy.
- E. Fences, pavements, outdoor swimming pools and related equipment, retaining walls, bulkheads, piers, wharves or docks, when covered under this policy, are not covered against loss caused by freezing or thawing, impact of watercraft, or by the pressure or weight of ice or water whether driven by wind or not.
- F. Metal smokestacks and, when outside of buildings, (1) awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports, and (2) radio or television antennas, including their lead-in wiring, masts or towers are not covered against loss caused by ice, snow or sleet, nor by windstorm or hail.
- G. The interior of buildings is not covered against loss caused by rain, snow, sand or dust, whether driven by wind or not, unless (1) the buildings shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then the company shall be liable for loss to the interior of the buildings as may be caused by rain, snow, sand or dust entering the building through openings in the roof or walls made by direct action of wind or hail; or (2) such loss results from fire, lightning, aircraft, vehicles, explosion, riot or civil commotion, vandalism or malicious mischief, weight of ice, snow or sleet, to the extent that such perils are insured against in this policy.
- H. Buildings or structures in process of construction, including materials and supplies therefor, when covered under this policy, are not covered against loss unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, and then the company shall be liable only to the extent that such perils are insured against in this policy.
- I. Property undergoing alterations, repairs, installations or servicing, including materials and supplies therefor, is not covered against loss if directly attributable to the operations or work being performed thereon, unless loss by a peril not excluded in this policy ensues, and then the company shall be liable for only loss caused by such ensuing peril.

III. PERILS INSURED AGAINST

Coverage: This policy is extended to insure against all risks of direct physical loss to Building(s) subject to provisions and stipulations herein and in the policy of which this form is made a part, but only with respect to those buildings to which this form is shown to be applicable.

The provision in the General Property Form being modified by the provisions of this extension which restrict any loss "by any vehicle owned or operated by the insured or by any occupant of the described premises" is hereby deleted.

V. EXCLUSIONS

In addition to the provisions of the general property form this policy does not insure under this form against:

D. Loss caused by:

1. Wear and tear, deterioration, rust or corrosion, mould, wet or dry rot, inherent or latent defect; smog; smoke, vapor or gas from agricultural or industrial operations; mechanical breakdown, including rupture or bursting caused by centrifugal force; settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings; animals, birds, vermin, termites or other insects; unless loss by a peril not otherwise excluded ensues and then the company shall be liable for only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air-conditioning system or domestic appliance from which the water escapes, but excluding loss to the system or appliance from which the water escapes;

2. Explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the fire-box, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the company shall be liable for only such ensuing loss.

3. Vandalism, malicious mischief, theft or attempted theft, if the building had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, unless loss by a peril not excluded in this policy ensues, and then the Company shall be liable for only such ensuing loss; nor shall this exclusion be applicable to such unoccupancy as is usual or incidental to the described occupancy;

4. Leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy.

5. Theft (including but not limited to burglary and robbery) of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then the company shall be liable for only such ensuing loss.

6. Unexplained or mysterious disappearance of any property, or shortage as disclosed on taking inventory, or caused by any wilful or dishonest act or omission of the insured or any associate, employee or agent of any insured.

7. Continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years.

8. Volcanic eruption unless direct loss by fire or breakage of glass or safety glazing material ensues. In this event, this Company shall be liable for only the direct loss to the property insured caused by the ensuing fire and if an insured peril, the ensuing breakage of glass or safety glazing material.

Volcanic eruption means the eruption, explosion or effusion of a volcano.

9. Faulty design, specifications, workmanship, construction, or materials if a peril excluded by this policy contributes to the loss at any time.



SPECIAL PERSONAL PROPERTY COVERAGE

I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Property sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.

B. Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

1. Watercraft (including motors, equipment and accessories) while not afloat;
2. Motorcycles, motorscooters and snowmobiles; or
3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured:

1. Aircraft;
 2. Watercraft, including motors, equipment and accessories, while not afloat; or
 3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.
- C. Personal property while waterborne.
- D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.
- E. Accounts, bills, currency, deeds, evidences of debt, money and securities.
- F. Outdoor signs, whether or not attached to a building or structure.
- G. Growing crops and lawns.
- H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

1. Except for loss caused by the "specified perils":
 - (a) Fur and fur garments are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
 - (b) jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at \$25 or less per item.
 - (c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of \$1,000 in any one occurrence for all contributing insurance.
 - (d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of \$250 in any one occurrence for all contributing insurance.
2. Valuable papers and records meaning books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".
3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or

destruction directly resulting from or made necessary by the "specified perils".

4. Outdoor trees, shrubs and plants are not covered, except when held for sale or sold but not delivered, and then only against direct loss by the "specified perils".

5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils". This limitation shall not apply to bottles or similar containers of property for sale, or sold but not delivered, nor to lenses of photographic or scientific instruments.

6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).

7. Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, wind-storm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

IV. EXTENSIONS OF COVERAGE

h of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance use shall not apply to loss under the Extensions of Coverage.

total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

en, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro share of the limits set forth in the following Extensions of Coverage.

PROPERTY AT NEWLY ACQUIRED LOCATIONS: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$50,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 60 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

PERSONAL EFFECTS: The insured may apply up to \$500 of the limit of liability specified for Personal Property of the Insured for loss at the described location in any one occurrence by a peril insured against to cover personal effects of others while such property is in the care, custody or control of the insured, subject to a limit of \$100 for such property belonging to any one person.

The insured may apply up to \$2,000 of the limit of liability specified for Personal Property of the Insured for loss at the described location in any one occurrence by a peril insured against to cover personal effects of the insured, members of the insured's household, officers or partners in the business subject to a limit of \$1,000 for such property belonging to any one person.

This extension of coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy.

VALUABLE PAPERS AND RECORDS: The insured may apply up to 2%, but not exceeding \$2,500 at a described location, or \$500 at a temporary Off-Premises location, of the limit of liability specified for Personal Property of the Insured for loss in any one occurrence by a peril insured against to cover the cost of research and other expense necessarily incurred to reproduce, replace or restore books of account, other than records pertaining to all sums due the insured from others, abstracts, drawings, card index systems and other business records, including film, tape, wire or other recording media, all the property of the insured.

EXTRA EXPENSE: The insured may apply up to 2% but not exceeding \$2,500 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage or:

1. loss of income;

2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or
3. any other consequential or remote loss.

E. OFF PREMISES: The insured may apply up to 5% but not exceeding \$10,000 of the limit of liability specified for Personal Property of the insured at a described location, to cover direct loss by a peril insured against, other than the peril of theft, to such property when such property is temporarily removed from the described premises.

This Extension of Coverage shall not apply:

- (a) To property in transit nor to property on any premises owned, leased, operated or controlled by the named insured;
- (b) Except as excess over the amount due from any other insurance covering the property, whether collectible or not.

F. TRANSPORTATION: The insured may apply up to 2% of the limit of liability specified for Personal Property but not exceeding \$5,000 to cover insured personal property (other than property in the care, custody or control of salesmen) during transportation by motor vehicles owned, leased or operated by the insured for loss in any one occurrence caused by:

1. fire, lightning, windstorm and hail, explosion, smoke, riot, riot attending a strike and civil commotion, vandalism and malicious mischief; or
2. collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the road bed or by means other than as expressly indicated; or
3. theft of an entire shipping bale, case or package from a vehicle while such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.

G. DAMAGE TO BUILDINGS FROM THEFT, BURGLARY OR ROBBERY: This policy includes loss (except by fires or explosion) to that part of the building occupied by the insured and containing property covered, and to equipment therein pertaining to the service of the building but not building property or equipment removed from premises, directly resulting from theft, burglary or robbery (including attempt thereof), provided the insured is the owner of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.

H. ACCOUNTS RECEIVABLE: The insured may apply up to \$500 of the limit of liability specified for Coverage B — Personal Property of the Insured for loss at the described locations in any one occurrence by a peril insured against to cover:

- (a) All sums due the insured from customers, provided the insured is unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;
- (b) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- (c) Collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- (d) Other expenses, when reasonably incurred by the insured in re-establishing records of accounts receivable following such loss or damage.

Insurance under this extension shall apply only while records of accounts receivable are contained in the premises described above, it being a condition precedent to any right of recovery hereunder that such records shall be kept in fire resistive receptacles at all times when the premises are not open for business, except while

such records are in actual use or are being removed to a place of safety because of imminent danger of loss or damage and while being returned from such place.

I. NON-OWNED PERSONAL PROPERTY: (Other than Personal Effects) the insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding \$2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises. Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

V. PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made a part.

VI. EXCLUSIONS

A. This policy does not insure under this form against loss caused by:

1. enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property, including debris removal expense;
2. unexplained or mysterious disappearance of property, or shortage of property disclosed on taking inventory;
3. actual work upon, installation or testing of property covered, failure, breakdown or derangement of machines or machinery, error, omission or deficiency in design, specifications, workmanship or materials; unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;
4. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire;
5. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;
6. delay, loss of market, interruption of business, nor consequential loss of any nature;
7.
 - (a) wear and tear, marring or scratching;
 - (b) deterioration, inherent vice, latent defect;
 - (c) rust, mold, wet or dry rot, contamination;
 - (d) dampness or dryness of atmosphere, changes in or extremes of temperature;
 - (e) smog, smoke from agricultural smudging or industrial operations; or
 - (f) birds, vermin, rodents, insects or animals;

unless loss by fire, smoke (other than smoke from agricultural smudging or industrial operations), explosion, collapse of a building, glass breakage or water not otherwise excluded ensues, then this policy shall cover only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance but excluding loss to the system or appliance from which the water escapes;

8. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

9. voluntary parting with title or possession of any property by the insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense;

10. any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or of any insured, an officer, director or trustee of any insured; pilferage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted;

11. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years; or

12. rain, snow or sleet to property in the open.

B. This policy does not insure under this form against loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

C. This policy does not insure under this form against loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;
2. flood, surface water, waves, tidal water or tidal waves,

overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion; but these exclusions shall not apply to loss arising from theft.

VII. VALUATION

The following bases are established for valuation of property:

A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.

B. Tenants' Improvements and Betterments:

1. If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.

2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.

3. If repaired or replaced at the expense of others for the

use of the named insured, there shall be no liability hereunder.

C. Valuable Papers and Records:

1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.

2. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.

D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

VIII. DEBRIS REMOVAL

This policy covers expense incurred in the removal of debris of the property covered hereunder which may be occasioned by loss by a peril insured against. The total amount recoverable under this policy shall not exceed the limit of liability stipulated for each item. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

IX. COINSURANCE CLAUSE

The Company shall not be liable for a greater proportion of any loss to the property covered hereunder than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the actual cash value of such property at the time of the loss.

In the event the aggregate claim for any loss is both less than \$10,000 and less than 5% of the Limit of Liability for All Contributing Insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the un-

damaged property shall be required, provided that nothing herein shall be construed to waive the application of the preceding paragraphs of this clause.

If insurance under this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

The value of property covered under Extensions of Coverage, and the cost of removal of debris, shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

X. DEDUCTIBLE

Unless otherwise provided in the Declarations:

A. The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:

1. separately to personal property in each building; and

2. separately to personal property in the open (including within vehicles).

B. The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.

XI. ADDITIONAL CONDITIONS

PERMITS AND USE: Except as otherwise provided herein, permission is hereby granted:

1. to make alterations and repairs;
2. for such unoccupancy as is usual or incidental to the

described occupancy but vacancy is limited to the 60 day period permitted by the policy conditions;

3. in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are

confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril not otherwise excluded shall be included in determining the

amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.



REPLACEMENT COST COVERAGE

THIS COVERAGE APPLIES ONLY WITH RESPECT TO ITEM(S) SPECIFIED
UPON PART C, OR UPON AN ENDORSEMENT, AS BEING
SUBJECT TO THIS REPLACEMENT COST COVERAGE

1. **Replacement Cost Clause:** The provisions of Section I of this policy applicable to the property described as covered on a replacement cost basis are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement supersedes and replaces all other Coinsurance Clauses otherwise applicable, subject in all other respects to the provisions of this endorsement and of Section I of this policy.
2. This policy does not cover the following property on a replacement cost basis:
 - (a) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;
 - (b) property of others;
 - (c) household furniture or residential contents;
 - (d) manuscripts;
 - (e) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity.
3. The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.
4. **Coinsurance Clause:** This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at the time of loss.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, provided that nothing herein shall be construed to waive application of the first paragraph of this clause.

If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.

5. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amounts:
 - (a) the amount of this policy applicable to the damaged or destroyed property;
 - (b) the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
 - (c) the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
6. The insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply, and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's intent to make such further claim.



**DEDUCTIBLE PER OCCURRENCE
SECTION I**

In consideration of premium charged it is hereby understood and agreed that the deductible clause shown in this policy is VOID and the following substituted:

The sum of _____ shall be deducted from the amount of loss in any one occurrence resulting from any of the perils insured against.

POP 231-A (11-81)

**DEDUCTIBLE PER ITEM
SECTION I**

In consideration of premium charged it is hereby understood and agreed that the deductible clause shown in this policy is VOID and the following substituted:

The sum of \$1,000. shall be deducted from the amount of loss in any one occurrence resulting from any of the perils insured against. This deductible shall apply separately to each building (including personal property therein), separately to personal property in each building if no coverage is provided on the containing building, and separately to personal property in the open.

POP 231-B (11-81)

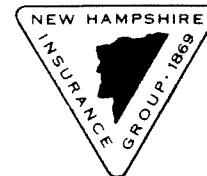


EXTENSION OF COVERAGE ADDENDUM

LIMIT OF LIABILITY UNDER EXTENSIONS OF COVERAGE WHEN TWO OR MORE PREMISES ARE INSURED BLANKET:

In consideration of the premium for this policy and blanket coverage at two or more premises, it is agreed that the Limit of Liability for each Extension of Coverage, at a single premises, shall not exceed that proportion of the coverage provided in the form that the total value of insured building(s) and/or contents at the involved premises bears to the total value of insured building(s) and/or contents at all premises described.

For the purpose of this endorsement, "limit of liability specified" shall mean those values furnished by the Insured in the last statement of values filed with an Insurance Service Organization office and/or this Company.



POLICY NUMBER: POP 947 71 40
ISSUED TO: FLEETWOOD MACHINE PRODUCTS INC., ETAL
BY: NEW HAMPSHIRE INSURANCE COMPANY
EFFECTIVE: 4/1/86

NAMED INSURED

FLEETWOOD MACHINE PRODUCTS INC; FLEETWOOD ENGINEERING
CO. INC; FLEETWOOD MACHINE PRODUCTS INC. DBA: AERO
MANUFACTURERS; FLEETWOOD MANUFACTURERS; FLEETWOOD MACHINE
PRODUCTS PENSION TRUST; FLEETWOOD MACHINE PRODUCTS
PROFIT SHARING PLAN



PROTECTIVE SAFEGUARDS ENDORSEMENT

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance.

SCHEDULE			
Item or Location Number	Building Number	Location (Street, Address, City & State)	Clause(s) Applicable
1	1	11433-11449 VANOWEN NORTH HOLLYWOOD, CALIFORNIA	A

(If Clause "E. Other Protective Safeguard Clause(s)" is applicable, describe system.)

A. AUTOMATIC SPRINKLER CLAUSE

In consideration of the premium at which this policy is written, based on the protection of the premises by the sprinkler system, it is a condition of this policy that the insured shall exercise due diligence in maintaining in complete working order all equipment and services pertaining to the operation of the sprinkler system, including supervisory service, which are under the control of the insured. The insured shall give immediate notice to this Company of any impairment in or suspension of the sprinkler system or services (within the knowledge of the insured). No unsprinklered additions or extensions shall be made to the building unless immediate notification is given to this Company. Permission is given in case of break, leakage, freezing conditions or the opening of sprinkler heads, to shut off the water from so much of the sprinkler system as may be imperatively necessary with immediate notification to this Company and the protection restored as promptly as possible.

B. AUTOMATIC FIRE ALARM CLAUSE

In consideration of the premium at which this policy is written, it is a condition of this policy that the entire building is equipped with an automatic fire alarm connected to a central station or reporting to a public or private fire alarm station and that, the insured shall exercise due diligence in maintaining in complete working order all equipment and services pertaining to the operation of this system which are under the control of the insured and shall give immediate notice of any impairment in or suspension of the automatic fire alarm equipment or service (within the knowledge of the insured) to this Company.

C. WATCHMAN SERVICE CLAUSE

In consideration of the premium at which this policy is written, it is

a condition of this policy that the insured shall exercise due diligence in maintaining in complete working order all equipment of the watchman's service at such times as the premises are not in actual operation, insofar as the watchman's service is under the control of the insured and shall give immediate notice of any impairment in or suspension of the watchman's service (within the knowledge of the insured) to this Company.

D. AUTOMATIC EXTINGUISHING SYSTEM CLAUSE

In consideration of the premium at which the policy is written, which is based on the protection of the cooking equipment hoods, ducts, and cooking surfaces by an approved automatic extinguishing system, it is a condition of this policy that the insured shall exercise due diligence in maintaining the extinguishing system and all associated equipment in complete working order insofar as this equipment is within his control, and shall give immediate notice of any impairment in or suspension of the automatic extinguishing system (within the knowledge of the insured) to this Company.

E. OTHER PROTECTIVE SAFEGUARD CLAUSE(S)

In consideration of the premium at which this policy is written, based on the protection of the premises by the protective safeguard system described above, it is a condition of this policy that, the insured shall exercise due diligence in maintaining in complete working order all equipment and services pertaining to the system and the insured shall give immediate notice of any impairment in or suspension of such equipment or service (within the knowledge of the insured) to this Company.



**COMBINED BUSINESS INTERRUPTION
AND
EXTRA EXPENSE INSURANCE**

CF 15 05

(Ed 10 79)

Gross Earnings Form for Mercantile, Non-Manufacturing and Manufacturing Risks

COMPANY	POLICY NO.	AGENCY
NEW HAMPSHIRE INSURANCE COMPANY	POP 947 71 40	EVERGREEN INS. AGENCY

Insurance applies to this item(s) only when "Combined Business Interruption and Extra Expense" are specified in this policy, and when a specific amount of insurance with a coinsurance percentage applying thereto is indicated below in this form; and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

Item No.		Amount of Insurance	Coinsurance Clause
		BLANKET	
1.	Location: 11433-11449 VANOWEN ST., NO. HOLLYWOOD, CA.	\$ 1,800,000.	--- %
	Occupied by Insured as: MACHINE SHOP		
2.	Location: 2902 E. WASHINGTON, PHOENIX, AZ.	\$ INCL.	--- %
	Occupied by Insured as: MACHINE SHOP		
3.	Location: _____	\$ _____	_____ %
	Occupied by Insured as: _____		

SECTION I—LIMIT OF LIABILITY

1. **Limit of Liability Applicable only to Extra Expense:** This Company's liability for loss resulting directly from extra expense shall not exceed the percentage specified below of the amount of insurance specified in the first paragraph of this form:

20	%	When the period of restoration is not in excess of 30 consecutive calendar days;
40	%	When the period of restoration is in excess of 30 consecutive calendar days, but not in excess of 60 consecutive calendar days;
50	%	When the period of restoration is in excess of 60 consecutive calendar days.

2. **Limit of Liability Applying to Loss of Earnings and Extra Expense:** This Company's liability for both loss of earnings and extra expense shall not exceed the amount of insurance specified in the first paragraph of this form.

SECTION II—DESCRIPTION OF COVERAGE

1. This policy insures against loss resulting directly from:

A. necessary interruption of the Insured's business and the consequent reduction in Gross Earnings, caused by damage to or destruction of real or personal property, except finished stock;

B. necessary extra expense, as hereinafter defined, incurred by the Insured in order to continue as nearly as practicable the normal operation and normal Gross Earnings of the Insured's business following damage to or destruction of real or personal property;

by the peril(s) insured against during the term of this policy, which property is on premises situated and occupied by the Insured as described above.

2. In the event of such damage or destruction, this Company shall be liable for:

A. the ACTUAL LOSS SUSTAINED by the Insured resulting directly from such interruption of business, but not exceeding the reduction in Gross Earnings less charges and expenses which do not necessarily continue during the interruption of business (hereinafter referred to as "loss of earnings");

B. such NECESSARY EXTRA EXPENSE incurred by the Insured;

for only such length of time (hereinafter referred to as the "period of restoration") as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of termination of this policy.

Applicable only to loss of earnings, due consideration shall be given to the continuation of normal charges and expenses, including payroll expense, to the extent necessary to resume operations of the Insured's business with the same quality of service which existed immediately preceding the date of damage or destruction.

3. **Resumption of Operations:** It is a condition of this insurance that:

A. applicable only to loss of earnings, if the Insured could reduce the loss,

(1) by complete or partial resumption of operation of the property herein described, whether damaged or not, or

(2) by making use of merchandise or other property at the location(s) described herein or elsewhere, or

(3) by making use of stock (raw, in process, or finished) at the location(s) described herein or elsewhere,

such reduction shall be taken into account in arriving at the amount of loss hereunder;

B. applicable only to extra expense, as soon as practicable the Insured shall resume normal operations of the business and shall disperse with such extra expense.

4. **Gross Earnings:** For the purposes of this insurance "Gross Earnings" are defined as the sum of:

A. total net sales value of production,

B. total net sales of merchandise, and

C. other earnings derived from operations of the business,

less the cost of:

D. raw stock from which such production is derived,

E. supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the service(s) sold by the Insured,

F. merchandise sold, including packaging materials therefor, and

G. service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.

5. **Extra Expense:** The term "Extra Expense", wherever used in this form, is defined as the excess (if any) of the cost(s) incurred during the period of restoration, chargeable to the operation of the Insured's business, over and above the cost(s) that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

6. Definitions: The following terms wherever used in this policy shall mean:

A. "Raw Stock": material in the state in which the Insured receives it for conversion by the Insured into finished stock.

B. "Stock in Process": raw stock which has undergone any aging, seasoning, mechanical or other process of manufacture at the location(s) herein described but which has not become finished stock.

C. "Finished Stock": stock manufactured or processed by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

D. "Merchandise": goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

E. "Normal": the condition that would have existed had no loss occurred.

SECTION III—EXTENSIONS OF COVERAGE

1. Alterations and New Buildings: Permission granted to make alterations in or to construct additions to any building described herein and to construct new buildings on the described premises. This policy is extended to cover, subject to all its provisions and stipulations, loss of earnings or extra expense resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay commencement of business operations of the Insured, the length of time for which this Company shall be liable shall be determined as otherwise provided herein but such determined length of time shall be applied and the loss hereunder calculated from the date that business operations would have begun had no damage or destruction occurred.

This clause does not waive or modify any of the conditions of the Automatic Sprinkler Clause, if any, attached to this policy.

2. Interruption by Civil Authority: This policy is extended to include:

A. the actual loss sustained by the Insured, resulting directly from loss of earnings as covered hereunder;

B. necessary extra expense incurred by the Insured as covered hereunder;

during the length of time, not exceeding 2 consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority.

3. Expenses to Reduce Loss: Applicable only to loss of earnings, this policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this policy (except expense incurred to extinguish a fire) but in no event shall the aggregate of such expenses exceed the amount by which the loss of earnings otherwise payable under this policy is thereby reduced. Such expenses shall not be subject to the application of the Coinsurance Clause. (Expense incurred which is in excess of the foregoing limit and which is extra expense is covered subject to the limit of liability specified in Section I, and to all other provisions applying to the extra expense insurance provided hereunder.)

SECTION IV—COINSURANCE

(Applicable only to Loss of Earnings)

This Company shall not be liable for a greater proportion of any loss than the amount of insurance specified for this item bears to the amount produced by multiplying the Gross Earnings that would have been earned (had no loss occurred) during the 12 months immediately following the date

of damage to or destruction of the described property by the coinsurance percentage applicable (specified on the first page of this policy, or by endorsement).

SECTION V—LIMITATIONS AND EXCLUSIONS

1. Applicable only to loss of earnings, this Company shall not be liable for any increase of loss resulting from the suspension, lapse or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the interruption of business, and then this Company shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this policy.

2. Applicable only to any extra expense, this Company shall not be liable for the cost of repairing or replacing any of the real or personal property herein described, nor for the cost of research or other expense necessary to replace or restore damaged or destroyed records, including media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, that have been damaged or destroyed by the peril(s) insured against, except cost in excess of normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this policy. In no event shall such excess cost exceed the amount by which the total extra expense loss otherwise payable under this policy is thereby reduced.

3. Electrical Apparatus Clause: This Company shall not be liable for any loss of earnings or extra expense resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire ensues and, if fire does ensue, this Company shall be liable only for its proportion of loss caused by such ensuing fire.

4. Finished Stock: This Company shall not be liable for any loss of earnings resulting from damage to or destruction of finished stock nor for the time required to reproduce said finished stock; however, this policy covers such expenses, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the Insured to reduce loss of earnings under this policy.

5. Media for Electronic Data Processing: Applicable only to loss of earnings resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the peril(s) insured against, the length of time for which this Company shall be liable hereunder shall not exceed—

A. 30 consecutive calendar days; or

B. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed;

whichever is the greater length of time.

6. Nuclear Clause (Not applicable in New York): The word "fire" in this policy or endorsements attached hereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy or said endorsements, however, subject to the foregoing and all provisions of this policy, loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

7. Nuclear Clause (Applicable in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

8. Other Insurance: Applicable only to extra expense, it is a condition of this insurance that if at the time of damage or destruction there are other kinds of insurance which cover in any manner extra expense as covered by this policy, this insurance shall apply only as excess insurance and in no event as contributing insurance and then only to the amount of extra expense over and above the amount due the Insured under such other forms of insurance. In no event, however, shall the liability hereunder exceed the limit of liability applicable only to extra expense under this policy nor that proportion of any loss which the insurance hereunder shall bear to all insurance of the same kind, whether collectible or not.

9. Special Exclusions: This Company shall not be liable for:

A. Any increase of loss of earnings nor for any extra expense resulting from—

(1) enforcement of any ordinance or law regulating the use, construction, repair or demolition of property, or

(2) interference at the described premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of business.

B. Any extra expense resulting from the suspension, lapse or cancellation of any lease or license, contract or order beyond the period of restoration.

nor shall this Company be liable for any other consequential or remote loss

SECTION VI—OTHER PROVISIONS

1. Control of Property: This insurance shall not be prejudiced by any act or neglect of any person (other than the Insured), when such act or neglect is not within the control of the Insured.

2. Divisible Contract Clause: If this policy covers two or more buildings or the contents of two or more buildings, the breach of any condition of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition does not exist.

3. Inspection of Property and Operations: This Company and any person or organization making inspections on the Company's behalf shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the right of the Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

4. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

5. Loss Clause: Any loss hereunder shall not reduce the amount of this policy.

6. Pro Rata Clause: Applicable only to loss of earnings, the liability under this policy shall not exceed that proportion of any loss which the amount of insurance hereunder bears to all insurance, whether collectible or not, covering in any manner the loss of earnings insured against by this policy.

7. Protective Safeguards: It is a condition of this insurance that the Insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance, only as respects the location or situation affected, for the time of such discontinuance.

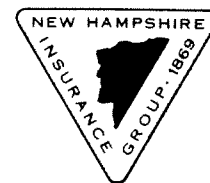
8. Requirements in Case Loss Occurs: The Insured shall give immediate written notice to this Company of any loss of earnings or extra expense, as covered by this policy, and protect the property from further damage that might result in extension of the period of restoration; and within 60 days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by this Company, the Insured shall render to this Company a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:

- A. the time and origin of the property damage or destruction causing the loss of earnings or extra expense,
- B. the interest of the Insured and of all others in the business,
- C. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy,
- D. any changes in the title, nature, location, encumbrance or possession of said business since the issuing of this policy, and
- E. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction,

and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of business interruption value and loss of earnings or extra expense claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based.

The Insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

9. Subrogation Clause: This insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described.



CONTRACT OF SALE CLAUSE

A contract for sale of the property described in this policy having been made between the insured and

whose mailing address is

the interest of said last named party is also insured hereunder, but without any increase in the amount of insurance, and subject to all other terms, provisions and conditions of this policy, including any Mortgage Clause forming a part of this policy.

If there is other insurance upon the property described in this policy, this Company shall not be liable for a greater proportion of any loss hereunder than the amount hereby covered bears to the whole amount of insurance on said property, in favor of any party or parties having an insurable interest therein, whether collectible or not.

POP 512 (4/73)

LOSS PAYABLE CLAUSE NO. 1

Loss, if any, to be adjusted only with the Insured named herein and made payable to the Insured and to

UNION BANK INSURANCE CENTER

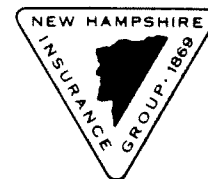
whose mailing address

P.O. BOX 41906
EAGLE ROCK, CALIFORNIA 90041

as their respective interests may appear, subject, nevertheless, to all the terms and conditions of the policy.

POP 513 (4/73)

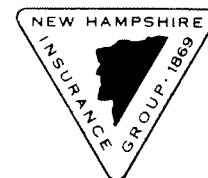
POP 512-513 (4/73)



POLICY NUMBER: POP 947 71 40
ISSUED TO: FLEETWOOD MACHINE PRODUCTS INC., ETAL
BY: NEW HAMPSHIRE INSURANCE COMPANY
EFFECTIVE DATE: 4/1/86

AMENDMENT OF CANCELLATION PROVISIONS

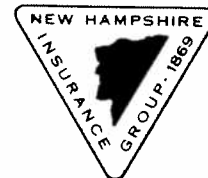
AS RESPECT POP200-6A CALIFORNIA GENERAL PROVISIONS, PART A-PARAGRAPH D - CANCELLATION IS AMENDED BY DELETING THE WORDS TEN DAYS AND SUBSTITUTING THE WORD "THIRTY" IN LIEU THEREOF WITH THE EXCEPTION OF CANCELLATION FOR NON-PAYMENT OF PREMIUM WHICH WILL REMAIN TEN DAYS.



POLICY NUMBER: POP 947 71 40
ISSUED TO: FLEETWOOD MACHINE PRODUCTS INC., ETAL
BY: NEW HAMPSHIRE INSURANCE COMPANY
EFFECTIVE: 4/1/86

EXTENDED DEFINITION OF BUILDING

THE DEFINITION OF BUILDING IS HEREBY EXTENDED
TO INCLUDE WALKS, WALKWAYS, WALLS, DRIVEWAYS,
FENCES (WHETHER ATTACHED OR NOT), PATIOS,
PAVEMENT, AND ALL OTHER APPURTENANCES.



PROVISIONS APPLICABLE TO SECTION II

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of

this policy, and the cost of bail bonds required of the **insured** because accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, burrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed.
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or

demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. **"Underground property damage"** means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

ADDITIONAL EXCLUSION - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

(This modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL PAYMENTS)

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

- (1) with respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

- (2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

- (3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material**, **special nuclear material** or **byproduct material**;

"source material", **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"waste" means any waste material (1) containing **byproduct material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof:

"nuclear facility" means

- (a) any **nuclear reactor**,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any

time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

CONDITIONS

- 1. **Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- 2. **Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

- 3. **Insured's Duties in the Event of Occurrence, Claim or Suit**

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who

may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

- 4. **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

- 5. **Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

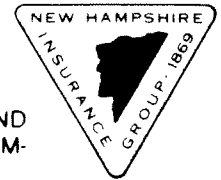
When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and

with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 6. Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- 7. Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.
- 8. Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 9. Declarations** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

DECLARATIONS-PART B-3 SECTION II-SCHEDULE



INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGE PARTS AND HAZARDS THEREUNDER AS ARE INDICATED BY AN "X" IN THE APPLICABLE BOX(ES) AND BY CODE NUMBERS AND PREMIUM BASES OR AS INDICATED BY FORM NUMBER AND IDENTITY ON POP-202-X

SECTION II
SCHEDULE
B-3

SECTION II COVERAGE	LIMITS OF LIABILITY			
	Audit Period: Annual or each person	Each Occurrence	Aggregate	Combined Single Limit (See Pop 311)
A. Bodily Injury Liab	X X X X X	\$	\$	Each Occurrence Aggregate
B. Property Dam Liab	X X X X X	\$	\$	\$ 1,000,000. \$ 1,000,000.
E. Medical Payments	\$ PER POP326MP	X X X X X	X X X X X	\$ PER POP326MP each accident
P. Personal Injury	X X X X X	X X X X X	\$ PER POP326MP	Insured's Participation -0- %
Other (Specify):				

DESCRIPTION OF HAZARDS (INDICATE APPROPRIATE HAZARD NO(S))	CODE NO.	PREMIUM BASES	COVERAGE PARTS																			
<p style="text-align: center;"><u>1</u></p> <p>MACHINE SHOPS N.O.C.</p> <p>LOC. #1 313-39996</p> <p>LOC. #2 313-39996</p> <p>PREMISES/OPERATIONS EXTENSION 325-99990</p>		<p>P) 900,000.</p> <p>P) 900,000.</p> <p>15%</p>	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL																			
			<input type="checkbox"/> MANUFACTURERS' AND CONTRACTORS WITHOUT MD CONTR																			
			<input type="checkbox"/> OWNERS' LANDLORDS' AND TENANTS WITHOUT STRUCT ALT																			
			<input type="checkbox"/> DRUGGIST COV L EACH CLAIM \$ AGGREGATE \$																			
			<input type="checkbox"/> STOREKEEPERS COV S \$ COV T EACH PERSON \$ EACH ACCID. \$																			
			HAZARDS																			
			1. PREMISES-OPERATIONS 2. ESCALATORS (Number at Premises) 3. COMPLETED OPERATIONS 4. PRODUCTS 5. INDEPENDENT CONTRACTORS 6. PREMISES-PURPOSES OF USE																			
			<table border="1"> <thead> <tr> <th>PREMIUM BASES</th> <th>RATES</th> </tr> </thead> <tbody> <tr> <td>a -area (sq. ft.)</td> <td>A - MONTHS</td> </tr> <tr> <td>c -cost (total)</td> <td>B - ENTIRE</td> </tr> <tr> <td>f -frontage (linear feet)</td> <td>C - NEAREST 100 UNITS</td> </tr> <tr> <td>m -admissions</td> <td>D - NEAREST 1,000 UNITS</td> </tr> <tr> <td>p -payroll</td> <td>E - NEAREST 10,000 UNITS</td> </tr> <tr> <td>r -receipts</td> <td>F - NEAREST 1,000,000 UNITS</td> </tr> <tr> <td>s -sales</td> <td>G - NOT REQUIRED</td> </tr> <tr> <td>t -other (specify in column at left)</td> <td></td> </tr> </tbody> </table>		PREMIUM BASES	RATES	a -area (sq. ft.)	A - MONTHS	c -cost (total)	B - ENTIRE	f -frontage (linear feet)	C - NEAREST 100 UNITS	m -admissions	D - NEAREST 1,000 UNITS	p -payroll	E - NEAREST 10,000 UNITS	r -receipts	F - NEAREST 1,000,000 UNITS	s -sales	G - NOT REQUIRED	t -other (specify in column at left)	
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Page _____ Of _____																						

AS RESPECTS COMPREHENSIVE GENERAL LIABILITY INSURANCE, THE FOREGOING DISCLOSES ALL HAZARDS HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN.

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(Applies to **COMPREHENSIVE GENERAL LIABILITY** and to **OWNERS', LANDLORDS' AND TENANTS' LIABILITY**)

2. **"cost"** means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(Applies to **COMPREHENSIVE GENERAL; MANUFACTURERS' AND CONTRACTORS'; OWNERS', LANDLORDS' AND TENANTS'; OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY**)

3. **"cost"** means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

(Applies to **CONTRACTUAL LIABILITY (Designated Contracts Only)**)

4. **"receipts"** means the gross amount of money charged by the **named insured** for such operations by the **named insured** or

by others trading under his name during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to the government;

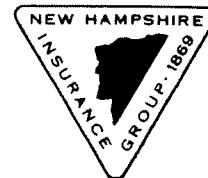
(Applies to **COMPREHENSIVE GENERAL; MANUFACTURERS' AND CONTRACTORS'; OWNERS', LANDLORDS' AND TENANTS'; COMPLETED OPERATIONS AND PRODUCTS LIABILITY**)

5. **"payroll"** means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of **mobile equipment**) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

(Applies to **COMPREHENSIVE GENERAL; OWNERS', LANDLORDS' AND TENANTS' WHICH INCLUDES COVERAGE FOR STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION OPERATIONS; MANUFACTURERS' AND CONTRACTORS' LIABILITY**)

6. **"sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to the government.

(Applies to **COMPREHENSIVE GENERAL LIABILITY** and to **COMPLETED OPERATIONS AND PRODUCTS LIABILITY**)



COMPREHENSIVE GENERAL LIABILITY

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

- A. **bodily injury** or
- B. **property damage**

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

- (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
- (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

(c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

- (1) any watercraft owned or operated by or rented or loaned to any **insured**, or
- (2) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the **insured** under an **incidental contract**, or
- (2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage,
- or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

- (j) (1) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;
- (2) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or
- (3) to **bodily injury** sustained by the spouse, child, parent, brother, or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

(k) to **property damage** to

- (1) property owned or occupied by or rented to the **insured**,
- (2) property used by the **insured**, or
- (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

- (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

- (2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to **property damage** included within:

- (1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
- (2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
- (3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

- (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- (3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.



SECTION II AMENDMENT—LIMITS OF LIABILITY (Single Limit)

This form modifies such insurance as is afforded by the provisions of the policy to which it is attached in the following manner:

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** or units of **mobile equipment** to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

(a) The limit of liability stated upon Part B or upon an endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all **damages** because of **bodily injury** or **property damage** as a result of any one **occurrence**, provided that with respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

Section (b) applicable when aggregate limit is indicated.

(b) Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated upon Part B or upon an endorsement as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis on contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property**

damage for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

When both bodily injury and property damage are not provided, delete under (b) (3) and (b) (4) (ii) the coverage not provided.

- (3) all **bodily injury** and **property damage** included within the **completed operations hazard** and all **bodily injury** and **property damage** included within the **products hazard**;

Sections (b) (4) and (b) (4) (ii) applicable when Contractual Insurance, other than incidental contracts, is provided.

- (4) all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named insured**;
- (ii) to the sum of the **damages** for all **bodily injury** and **property damage** described in subparagraph (3); and
- (iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the **named insured**.

(c) If the "aggregate" stated upon Part B or upon an endorsement is to apply annually to the policy as a whole, the following applies in lieu of paragraph (b):

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date shall not exceed the limit of liability stated as "aggregate".

(d) For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

POLICY # POP 947 71 40

EFFECTIVE DATE: 4/1/86



SIGNED & ACCEPTED: _____

SECTION II
(INSURED) ADDITIONAL EXCLUSIONS

If an "X" is entered in a box below the conditions thereunder are applicable to the named Section II coverage provided by this policy

☐

EXCLUSION A
Malpractice and Professional Services

Form A

The following modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that with respect to any operation described below or designated in the policy as subject to this form, the insurance does not apply to **bodily injury or property damage** due to

1. the rendering of or failure to render
 - (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (b) any service or treatment conducive to health or of a professional nature; or
 - (c) any cosmetic or tonsorial service or treatment;
2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. the handling of or performing of autopsies on dead bodies.

Description of Operations:

☐

EXCLUSION B
Malpractice and Professional Services

Form B

The following modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

It is agreed that with respect to any operation described below or designated in the policy as subject to this form, the insurance does not apply to **bodily injury or property damage** due to the rendering of or failure to render any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.

Description of Operations:

☐

EXCLUSION C
Malpractice and Professional Services

Form C

The following modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that with respect to any operation described below or designated in the policy as subject to this form, the insurance does not apply to **bodily injury or property damage** due to the rendering of or failure to render any professional service.

Description of Operations:

☒

EXCLUSION D

Completed Operations Hazard and Products Hazard

The following modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury or property damage** included within the **Completed Operations Hazard** or the **Products Hazard**.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

L 9235
(Ed. 7-78)

GL 00 19 (Ed. 7-78)
GENERAL LIABILITY
AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

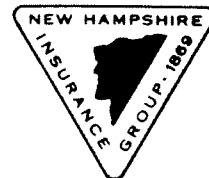
This endorsement, effective **4/1/86** , forms a part of policy No. **POP 947 71 40**
(12:01 A. M., standard time)
issued to **FLEETWOOD MACHINE PRODUCTS, INC., ETAL**
by **NEW HAMPSHIRE INSURANCE COMPANY**

.....
Authorized Representative

It is agreed that the following definition is added:

"loading or unloading", with respect to an **automobile**, means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.





(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

GL 00 32 (Ed. 04 84)

L 6178
(Ed. 4-84)

AMENDATORY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
STOREKEEPER'S INSURANCE
SMP LIABILITY INSURANCE**

This endorsement, effective

4/1/86

(12:01 A. M., standard time)

, forms a part of policy No.

POP 947 71 40

issued to

FLEETWOOD MACHINE PRODUCTS INC., ETAL

by

NEW HAMPSHIRE INSURANCE COMPANY

Authorized Representative

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

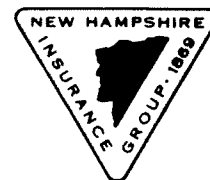
- (i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or
- (iii) to **bodily injury** sustained by the spouse, child, parent, brother, or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.



Copyright, Insurance Services Office, Inc., 1983



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GU 245
(Ed. 10-84)

IL 00 18 (Ed. 10 84)
**AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST**

This endorsement, effective 4/1/86, forms a part of policy No. POP 947 71 40
(12:01 A.M., standard time)
issued to FLEETWOOD MACHINE PRODUCTS, INC., ETAL
by NEW HAMPSHIRE INSURANCE COMPANY

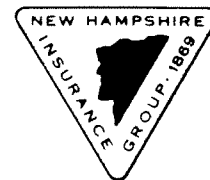
.....
Authorized Representative

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the **insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

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Copyright, ISO Commercial Risk Services, Inc., 1984



**ENDORSEMENT**

Term of 1 YEAR Expiring APRIL 1, 87
Attached to and forming part of Policy Number POP 947 71 40 issued to
..... FLEETWOOD MACHINE PRODUCTS, INC., ETAL
by NEW HAMPSHIRE INSURANCE COMPANY at its Agency
located (city and state) HAWTHORNE, CALIFORNIA Effective Date of Endorsement

SUBSIDENCE ENDORSEMENT

It is agreed that this policy shall not apply under coverage 1 B Property Damage Liability to liability for injury to or destruction of property, including the loss of use thereof caused by the subsidence of land and arising out of or attributable to any operations of the insured.

Subsidence shall mean earth movement, including but not limited to landslide, mudflow, earth sinking and earth rising or shifting.

..... Agent

LD6238 (12/82)

New Hampshire  Insurance Companies



PREMISES OPERATIONS LIABILITY EXTENSION WITH PREMISES MEDICAL PAYMENTS COVERAGE INCLUDED

This form modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE — POP 308
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE — POP 309

I. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- (A) The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
- (1) to liability assumed by the **insured** under any contract or agreement;
 - (2) to **personal injury** or **advertising injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured**;
 - (3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;
 - (4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **insured** with knowledge of the falsity thereof;
 - (5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in the declarations of the policy as a **named insured**;
 - (6) to **advertising injury** arising out of
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
 - (7) with respect to **advertising injury**
 - (a) to any **insured** in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the **insured** with actual malice.
- (C) **Limits of Liability**
Regardless of the number of (1) **insureds** hereunder, (2) persons or organizations who sustain injury or damage, or

(3) claims made or suits brought on account of **personal injury** or **advertising injury**, the total limit of the company's liability under this coverage for all damages shall be the applicable per occurrence **bodily injury** liability limit.

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the **named insured** shall not be deemed **personal injury**.

II. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) of the policy does not apply with respect to liability of the **insured** or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the **named insured's** business, provided the **named insured** is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

III. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire;

- (A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:
This insurance does not apply to liability assumed by the **insured** under any contract or agreement.
- (B) The limit of **property damage** liability as respects this Fire Legal Liability Coverage — Real Property is \$50,000 each **occurrence** unless otherwise stated upon the Declarations — Part B or upon an endorsement hereto.
- (C) The Fire Legal Liability Coverage — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

IV. BROAD FROM PROPERTY DAMAGE LIABILITY COVERAGE

The insurance for **property damage** liability applies, subject to the following additional provisions,

(A) Exclusions (k) and (o) of the policy are replaced by the following:

- (1) to property owned or occupied by or rented to the **insured**, or, except with respect to the use of **elevators**, to property held by the **insured** for sale or entrusted to the **insured** for storage or safekeeping;
 - (2) except with respect to liability under a written sidetrack agreement or the use of **elevators**
 - (a) to property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**,
 - (b) to tools or equipment while being used by the **insured** in performing his operations,
 - (c) to property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,
 - (d) to that particular part of any property, not on premises owned by or rented to the **insured**,
 - (i) upon which operations are being performed by or on behalf of the **insured** at the time of the **property damage** arising out of such operations, or
 - (ii) out of which any **property damage** arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **insured**;
 - (3) with respect to any classification stated in the policy or in the company's manual as "including completed operations," to **property damage** to work performed by the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

V. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the **insured** for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any **insured** engaged in the business or occupation of providing any of the services described under V. (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under V. (A) and (B) above.

VI. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) of the policy does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons or property for a charge.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this form, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

VII. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of **policy territory** is amended to include the following:

4. Anywhere in the world with respect to **bodily injury**, **property damage**, **personal injury** or **advertising injury** arising out of the activities of any **insured** permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4, above shall not apply:

- (a) to premises medical payments coverage.

VIII. ADDITIONAL PERSONS INSURED

As respects **bodily injury**, **property damage** and **advertising injury** and **personal injury** coverages, under the provision "Persons Insured," the following are added as **insureds**:

- (1) Spouse — Partnership — If the **named insured** is a partnership, the spouse of a partner but only with respect to the conduct of the business of the **named insured**.
- (2) Employee — Any employee of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - (a) to **bodily injury** or **personal injury** to another employee of the **named insured** arising out of or in the course of his employment;
 - (b) to **personal injury** or **advertising injury** to the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (c) to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the **named insured**, or by the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof or by the spouse of any of the foregoing.

IX. EXTENDED BODILY INJURY COVERAGE

The definition of **occurrence** includes any intentional act by or at the direction of the **insured** which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

X. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word **insured** shall include as **named insured** any organization which is acquired or formed by the **named insured** and over which the **named insured** maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to **bodily injury**, **property damage**, **personal injury** and **advertising injury** with respect to which such new organization under this

policy is also an **insured** under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the **named insured**.

XI. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under the policy.

This insurance does not apply:

(A) to **bodily injury**

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
 - (b) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;
- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
 - (b) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any **insured**, or
 - (b) any other watercraft operated by any person in the course of his employment by any **insured**;but this exclusion does not apply to watercraft while ashore on the **insured premises**;
- (4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

(B) to **bodily injury**

- (1) arising out of operations performed for the **named insured** by independent contractors other than
 - (a) maintenance and repair of the **insured premises** or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (2) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the **named insured** is such an owner or lessor;
- (3) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to **bodily injury**

- (1) to the **named insured**, any partner therein, any tenant or

other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

- (2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;
 - (3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;
 - (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
 - (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
 - (6) if the **named insured** is a club, to any member of the **named insured**;
 - (7) if the **named insured** is a hotel, motel, or tourist court, to any guest of the **named insured**;
- (D) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$2,000 each person. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury** liability stated in the policy as applicable to "each occurrence."

When more than one **medical payments** coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.



- ☒ New Hampshire Insurance Company
☐ Granite State Insurance Company
☐ Other _____

LD6210
(Rev. 10/84)

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy, unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Name of Insured **FLEETWOOD MACHINE PRODUCTS, INC., ETAL** Policy Number **POP 947 71 40**

Effective Date **4/1/86**

Authorized Signature _____

SCHEDULE

Limits of Liability	Premium Basis	Premium/Rates	Advance Premium
Each employee and Aggregate	Estimated No. of Employees	Flat Charge or rates per employee (if over 5000)	\$ 308.
<u>500</u> Thousand Dollars each employee	<u>70</u>	<u>INCL.</u>	Minimum Premium
<u>500</u> Thousand Dollars aggregate			
Each claim subject to a \$1000 deductible			\$100

THIS IS A CLAIMS-MADE ENDORSEMENT

In consideration of the payment of the premium stated in the schedule herein and in reliance upon the statements in the Application and subject to all of the terms, conditions and limitations of this endorsement and of the Policy to which this endorsement is attached, the Company agrees with the Insured named in the Declarations of the Policy as follows:

I. INSURING AGREEMENT

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages on account of any claim made against the Insured by any employee, former employee or the beneficiaries or legal representatives thereof for injury caused by any negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable, in the administration of the Named Insured's Employee Benefits as defined herein, and the Company shall have the right and duty to defend such claim against the Insured seeking such damages, even if any of the allegations of the claim are groundless, false or fraudulent, and may make such investigation and settlement of any claim as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

II. EXCLUSIONS

This insurance does not apply:

- (1) To any claim arising out of any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation, or willful or reckless violation of any statute.
- (2) To any claim if the Insured, at the effective date of this insurance, had knowledge of or could have reasonably foreseen any circumstances which might result in such a claim.
- (3) To fines, penalties or taxes.
- (4) To any claim arising out of **bodily injury** or **property damage**, including any claim arising out of loss of currency, coins, bank notes, bullion, travelers checks, register checks, money orders, and all negotiable and non-negotiable instruments or contracts representing money.
- (5) To any claim arising out of the Insured's failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar law.
- (6) To any claim for loss arising out of failure of performance of contract by any insurer.
- (7) To any claim based upon:
 - (i) failure of any investment to perform as represented by an Insured;

- (ii) advice given by an Insured to participate or not to participate in any **Employee Benefits Plan**.

- (8) To any claim for loss arising out of an insufficiency of funds to meet any obligation under any **Employee Benefits Plan**.
- (9) To any liability arising out of any violation(s) of any provision(s) of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Pension Reform Act of 1974) or any amendments thereto.

III. DEFINITIONS

The definitions in the Policy of **bodily injury** and **property damage** apply to the insurance afforded hereby and the following additional definitions apply to this insurance.

- (1) "INSURED" means the Named Insured designated in this endorsement as such and also any partner, executive officer, director, stockholder, or employee thereof, provided such employee is authorized by the Named Insured to act in the administration of the Named Insured's **Employee Benefits**. The insurance applies separately to each Insured against whom claim is made or suit is brought except with respect to the application of the deductible or limits of liability.
- (2) "EMPLOYEE BENEFITS" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, Workers' Compensation, unemployment insurance, social security and disability benefits insurance.
- (3) "ADMINISTRATION" — As respects the insurance afforded hereby, the unqualified word "administration" wherever used shall mean:
 - (a) Giving counsel to employees including their dependents and beneficiaries, with respect to the **Employee Benefits**;
 - (b) Interpreting **Employee Benefits**;
 - (c) Handling records in connection with **Employee Benefits**;
 - (d) Effecting enrollment, termination or cancellation of employees under **Employee Benefit Programs**;
 performed by a person authorized by the Named Insured to do such acts.

IV. COVERAGE PERIOD

This insurance applies only to claims first made against the Insured during the term of this endorsement.

V. TERRITORY

This insurance applies only to claims made against the Insured within the United States of America, its territories or possessions or Canada.

VI. LIMITS OF LIABILITY

Regardless of the number of persons or organizations bringing claims or suits against the **Insured** and regardless of the number of persons or organizations insured hereunder, the total limit of the Company's liability to pay damages because of all claims made against the **Insured** during the term of this endorsement shall not exceed the amount shown in the schedule herein as "Aggregate", regardless of time of payment. Subject to the foregoing provision respecting "Aggregate", the limit of liability stated in the schedule herein as applicable to "each employee" is the total limit of the Company's liability for all damages for loss to which this insurance applies sustained by any one employee including such employee's dependents and beneficiaries.

VII. DEDUCTIBLE

\$1,000 shall be deducted from the amount of each claim for damages covered hereunder, and the Company shall be liable for damages only in excess of that amount.

Claims based on or arising out of the same negligent act(s), error(s), or omission(s) of one or more of the **Insureds** shall be considered a single claim and only one deductible shall be applied to each single claim. The Company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **Insured** shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

VIII. CLAIMS MADE EXTENSION

If, during the endorsement period hereof, the **Insured** shall first become aware of any negligent act(s), error(s) or omission(s) which may subsequently give rise to a claim against any **Insured** and shall during the endorsement period hereof give written notice to the Company of such negligent act(s), error(s) or omission(s), then any such claim which is subsequently made against the **Insured** shall for the purpose of this endorsement be deemed to have been first made against the **Insured** during the endorsement period.

IX. DISCOVERY CLAUSE

If the Company shall cancel or refuse to renew this policy, the **Insured** shall have the right, upon payment of an additional premium of 25% of the annual premium hereunder, to an extension of the coverage granted by this endorsement for any claim made against the **Insured** during the period of twelve (12) calendar months after the effective date of such cancellation or non-renewal but only if the act giving rise to such claim was committed before the effective date of such cancellation or non-renewal. This right of extension shall not apply unless written notice of such election is received by the Company prior to the effective date of cancellation or within ten (10) days of the effective date of non-renewal.

For the purpose of this clause, any change in premium or terms on renewal shall not constitute a refusal to renew. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

All other terms and conditions of this endorsement remain unchanged.

X. SUPPLEMENTARY PAYMENTS

The Company will pay in addition to the limits of liability shown in the schedule herein all costs, charges and expenses incurred by the Company in the investigation, settlement, defense and negotiation of any claim coming within the terms of this insurance, but, in the event of any judgment in excess of the amount of the limit available under this insurance, the Company's liability for the costs and expenses incurred by it or with its consent shall be such proportion thereof as the amount of the limit available under this insurance bears to the amount paid to dispose of the claim. In no event shall the Company be obligated to pay any claim or judgment or to defend or continue the defense of any suit after the limit of the Company's liability has been exhausted by payment of judgments or settlements.

XI. CONDITIONS

The conditions of the Policy entitled "Action Against the Company", "Other Insurance", "Subrogation", "Changes", "Assignment", "Cancellation", "Declarations" apply to the insurance afforded hereby and the insurance afforded hereby and the following additional Conditions apply:

A. Premium.

The premium stated in the schedule herein is an estimated premium only. Upon termination of each annual period covered by this endorsement, the Named Insured, on request, will furnish the Company a statement of the total number of employees at the end of the period and if the earned premium thus computed exceeds the estimated advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such **Insured** subject to the Minimum Premium for this insurance stated in the schedule herein.

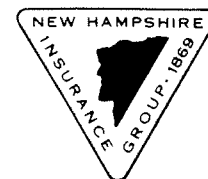
The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the term of this endorsement and at such times during the term of this endorsement.

B. Audit.

The Company may examine and audit the Named Insured's books and records at any time during the term of this endorsement and extensions thereof and within three years after the final termination of this endorsement, as far as they relate to the subject matter of insurance.

C. Insured's Duties In The Event of Occurrence, Claim or Suit.

Condition 4 of the policy applies, provided however that the words "an occurrence" in Section 4 (a) are deleted and the phrase "a negligent act, error or omission" is substituted therefor.



POLICY NUMBER: POP 947 71 40
ISSUED TO: FLEETWOOD MACHINE PRODUCTS INC., ETAL
BY: NEW HAMPSHIRE INSURANCE COMPANY
EFFECTIVE: 4/1/86

ADDITIONAL INSURED
(EQUIPMENT LEASED TO THE NAMED INSURED)

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO COMPREHENSIVE GENERAL LIABILITY INSURANCE, MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE, OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE, STOREKEEPERS' LIABILITY INSURANCE.

IT IS AGREED THAT THE "PERSON OR ORGANIZATION DESIGNATED BELOW, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OWNERSHIP OF EQUIPMENT LEASED TO THE NAMED INSURED.

DESIGNATION OF EQUIPMENT
(LEASED TO NAMED INSURED)

AS RESPECTS TO EQUIPMENT
UNDER LEASES #9021 AND #1001
SITUATE: 2902 EAST WASHINGTON
PHOENIX, ARIZONA
(AERO MANUFACTURERS)

NAME OF PERSON OR ORGANIZATION
(ADDITIONAL INSURED)

U. B. LEASING INC.
P.O. BOX 93610
PASADENA, CALIFORNIA

DECLARATIONS-PART B-5 INLAND MARINE SCHEDULE SECTION IV



INLAND MARINE SCHEDULE B-5

LOC NO	BLDG NO	COVERAGE	LIMIT OF LIABILITY	DESCRIPTION OF RECEPTACLES
1	1	TRANSPORTATION - LOCATION - FLOATER (PER FORM IMD402(3-84))	PER FORM	KIND NAME OF MAKER
1	1	COMMERCIAL TOOLS (PER FORM IMD492(8-85))	PER FORM	"CLASS" OR NAME OF ISSUER "HOUR OF EXPOSURE" OF LABEL
				NEON SIGN LETTERING
				VALUABLE PAPERS AND RECORDS SPECIFIED ARTICLES
				ARTICLE LIMIT
				Total \$
				ACCOUNTS RECEIVABLE
				When POP-518 is applicable, coverage is on a reporting basis and the Limit of Liability in the column to the left is PROVISIONAL.
				Provisional Premium \$
				Minimum Premium \$
				Page _____ Of _____



SECTION IV
SCHEDULED PROPERTY FLOATER

The following additional forms attached hereto are made applicable to this coverage:

IMD402(3-84)

IMD492(8-85)

The terms and conditions of this endorsement shall apply only to the property covered hereunder and the terms and conditions of the policy or any other endorsement which may be attached thereto, shall apply to the insurance hereunder.

If any of the property covered by this coverage is also covered under any other provision of the policy to which this form is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this form is the sole coverage on such property.

AGREEMENT

In consideration of the stipulations herein named and made a part hereof and of the premium charged, the company does insure the named insured

to an amount not exceeding the amount(s) specified in the Declarations or an endorsement to the extent provided for, on the described property.

THE CONDITIONS PRINTED ON THE BACK OF THIS COVERAGE FORM
ARE HEREBY REFERRED TO AND MADE A PART HEREOF.

AFFIX APPLICABLE ADDITIONAL FORMS HERE
OR UPON POP FORM 502

CONDITIONS

These conditions apply only to insurance provided by this endorsement. If they are in conflict with any other condition of the policy, these conditions shall take precedence concerning insurance provided by this endorsement.

1. **Misrepresentation and Fraud.** Coverage under this endorsement shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the Insured relating thereto.
2. **Notice of Loss.** The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this supplemental endorsement and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
3. **Examination Under Oath.** The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
4. **Valuation.** The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
5. **Settlement of Loss.** All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.
6. **No Benefit to Bailee.** This insurance shall in nowise inure directly or indirectly to the benefit of any carrier or other bailee.
7. **Loss Clause.** Any loss hereunder shall not reduce the amount of this policy, except in the event of payment of claim for total loss of an item specifically scheduled hereon. If claim is paid for total loss of one or more scheduled items, the unearned premium applicable to such items will be refunded to the Insured or applied to the premium due on item(s) replacing those on which the claim was paid.
8. **Pair, Set or Parts.** In the event of loss of or damage to:
 - (a) any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
 - (b) any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.
9. **Protection of Property.** In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
10. **Appraisal.** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.
11. **Conformity to Statute.** Terms of this endorsement which are in conflict with the statutes of the State wherein this endorsement is issued are hereby amended to conform to such statutes.

MARINE DEPARTMENT
TRANSPORTATION-LOCATION FLOATER
BROAD FORM

Attached to and forming part of policy number POP 947 71 40
Issued to: FLEETWOOD MACHINE PRODUCTS INC., ETAL
Insured's Location (city and state) NORTH HOLLYWOOD, CA. AND PHOENIX, AZ.

1. This policy covers goods and merchandise consisting principally of: MACHINE SHOP PRODUCTS INCLUDING PATTERNS, DIES AND MOLDS, their own or held by them in trust or on commission, or on consignment, or for which they have made advances, or sold but not delivered, including property of others for which the Insured may assume responsibility.
2. This policy covers while in due course of transit within the limits of the Continental United States and Canada (unless amended otherwise) and while in the custody of the following. In no event shall this Company's limit of liability exceed the limits shown below in the event of any one loss, casualty or disaster:
 - (a) \$ 10,000. any railroad or railway express company (including while on ferries or in cars or transfers or lighters), air carriers, air express companies, and by regular coastwise lines of vessels navigating the inland, Atlantic and Pacific waters of the United States including the risk of craft to and from the vessel;
 - (b) \$ 10,000. any vehicles owned, leased, hired or operated by the Insured;
 - (c) \$ 10,000. in custody of messengers of the Insured;
 - (d) \$ 10,000. in custody of public truckmen, private truckmen or land transportation companies;(If no limits are shown, it is understood and agreed no transit coverage is desired)
3. This policy also covers the property herein described while on the premises scheduled below to an amount not exceeding the limit set opposite each premises.

	NAME	ADDRESS	LIMIT OF LIABILITY
(a)	<u>11433-11449 VANOWEN ST.,</u>	<u>NORTH HOLLYWOOD, CALIFORNIA</u>	<u>\$ 540,000.</u>
(b)	<u></u>	<u></u>	<u>\$</u>
(c)	<u></u>	<u></u>	<u>\$</u>
(d)	<u>while on such premises not scheduled herein</u>	<u></u>	<u>\$ 200,000.</u>
(e)	<u>in any one casualty or disaster</u>	<u></u>	<u>\$ 200,000.</u>

(If no limits are shown, it is understood and agreed no premises coverage is desired).

4. THIS POLICY INSURES AGAINST: Risks of direct physical loss of or damage to the property covered, except as provided elsewhere in this policy
5. EACH CLAIM FOR LOSS OR DAMAGE SHALL BE ADJUSTED SEPARATELY AND FROM THE AMOUNT OF EACH SUCH ADJUSTED CLAIM THE SUM OF \$ 500. SHALL BE DEDUCTED.
6. THIS POLICY DOES NOT COVER LOSS, DAMAGE OR EXPENSE CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING. SUCH LOSS, DAMAGE OR EXPENSE IS EXCLUDED REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY SEQUENCE TO THE LOSS OR DAMAGE.
 - (A) ACCOUNTS, BILLS, DEEDS, EVIDENCE OF DEBT, MONEY, NOTES, SECURITIES, SALESMAN SAMPLES, FURNITURE, FIXTURES, IMPROVEMENTS AND BETTERMENTS OF BUILDINGS, TOOLS AND MACHINERY OF THE INSURED; PATTERNS AND DIES (UNLESS SPECIFICALLY MENTIONED IN SECTION 1);
 - (B) LOSS OF MARKET, DAMAGE OR DETERIORATION ARISING FROM DELAY, WHETHER SUCH DELAY BE CAUSED BY A PERIL COVERED OR OTHERWISE;
 - (C) PROPERTY WHILE COVERED UNDER IMPORT OR EXPORT OCEAN MARINE POLICIES;
 - (D) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM:
 - (1) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK,

- (A) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO) OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR
 - (B) BY MILITARY, NAVAL OR AIR FORCES; OR
 - (C) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES:
 - (2) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE WHETHER IN TIME OF PEACE OR WAR;
 - (3) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE, SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE;
 - (E) NUCLEAR EXCLUSIONS CLAUSE: IF THIS POLICY COVERS THE PERIL OF FIRE, THERE SHALL BE NO LIABILITY FOR LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY THE PERIL(S) COVERED; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY FIRE RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS COVERED.
 - (F) LOSS OR DAMAGE DISCLOSED UPON TAKING INVENTORY;
 - (G) LOSS OR DAMAGE SUSTAINED WHILE THE PROPERTY IS BEING ACTUALLY WORKED UPON AND DIRECTLY RESULTING THEREFROM, OTHER THAN DAMAGE FROM ENSUING FIRE OR EXPLOSION;
 - (H) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM INHERENT VICE OR DEFECT, MARRING AND SCRATCHING, WEAR AND TEAR, MOTHS, VERMIN OR GRADUAL DETERIORATION;
 - (I) LOSS OR DAMAGE RESULTING FROM MISAPPROPRIATION, SECRETION, CONVERSION, INFIDELITY OR ANY DISHONEST ACT ON THE PART OF THE INSURED OR OTHER PARTY OF INTEREST, HIS OR THEIR EMPLOYEES OR AGENTS OR ANY PERSON OR PERSONS TO WHOM THE PROPERTY MAY BE ENTRUSTED (CARRIERS FOR HIRE EXCEPTED);
 - (J) LOSS OR DAMAGE CAUSED BY OR RESULTING FROM THE NEGLECT OF THE INSURED TO USE ALL REASONABLE MEANS TO SAVE AND PRESERVE THE PROPERTY AT THE TIME OF AND AFTER ANY LOSS OR DAMAGE.
- 7. THIS COMPANY SHALL NOT BE LIABLE BEYOND THE ACTUAL CASH VALUE OF THE PROPERTY AT THE TIME ANY LOSS OR DAMAGE OCCURS AND THE LOSS OR DAMAGE SHALL BE ASCERTAINED OR ESTIMATED ACCORDING TO SUCH ACTUAL CASH VALUE WITH PROPER DEDUCTION FOR DEPRECIATION, HOWEVER CAUSED, AND SHALL IN NO EVENT EXCEED WHAT IT WOULD THEN COST TO REPAIR OR REPLACE THE SAME WITH MATERIAL OF LIKE KIND AND QUALITY.
 - 8. THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS OF OR DAMAGE TO THE PROPERTY COVERED HEREUNDER THAN THE AMOUNT INSURED UNDER THIS POLICY BEARS TO 100% OF THE AGGREGATE VALUE (AS DETERMINED BY THE VALUATION CLAUSE CONTAINED IN THIS POLICY) OF SAID PROPERTY AT ALL PLACES WHERE COVERAGE IS AFFORDED HEREIN AT THE TIME SUCH LOSS SHALL OCCUR.
 - 9. THIS POLICY SHALL BE VOID IF ASSIGNED OR TRANSFERRED WITHOUT WRITTEN CONSENT OF THE COMPANY.
 - 10. NO PERSON SHALL BE DEEMED AN AGENT OF THIS COMPANY UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THIS COMPANY.
 - 11. In case of loss affecting labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers, and reconditioning the goods.
 - 12. IT IS EXPRESSLY AGREED THAT THIS INSURANCE SHALL NOT COVER TO THE EXTENT OF ANY OTHER INSURANCE, WHETHER PRIOR OR SUBSEQUENT HERETO IN DATE AND BY WHOMSOEVER EFFECTED, DIRECTLY OR INDIRECTLY COVERING THE PROPERTY COVERED HEREUNDER, AND THIS COMPANY SHALL BE LIABLE FOR LOSS OR DAMAGE ONLY FOR THE EXCESS VALUE BEYOND THE AMOUNT OF SUCH OTHER INSURANCE.

13. ANY ACT OR AGREEMENT BY THE INSURED, PRIOR OR SUBSEQUENT HERETO, WHEREBY ANY RIGHT OF ANY INSURED TO RECOVER THE FULL VALUE OF, OR AMOUNT OF DAMAGE TO, ANY PROPERTY LOST OR DAMAGED AND COVERED HEREUNDER, AGAINST ANY CARRIER, BAILEE OR OTHER PARTY LIABLE THEREFORE, IS RELEASED, IMPAIRED OR LOST, SHALL RENDER THIS POLICY NULL AND VOID, BUT THIS COMPANY'S RIGHT TO RETAIN OR RECOVER THE PREMIUM SHALL NOT BE AFFECTED. IT IS AGREED, HOWEVER, THAT THE INSURED MAY, WITHOUT PREJUDICE TO THIS INSURANCE, ACCEPT THE ORDINARY BILLS OF LADING ISSUED BY CARRIERS. THIS COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH, WITHOUT ITS CONSENT, HAS BEEN SETTLED OR COMPROMISED BY THE INSURED.
14. Should this policy be on a reporting basis, the Insured agrees to furnish this Company with an accurate statement showing the total value of all shipments covered by this policy between the date of its attachment up to and including the date of cancellation, and further agrees to pay premium on this amount at the rate stated in the premium adjustment clause; if the premium thus determined exceeds the initial premium paid, the amount of such excess shall immediately become due and payable to this Company, or any unearned premium (being the amount by which the initial premium exceeds the premium due) shall be returned to the Insured.
15. Unless this policy is issued on a reporting or readjustment basis, it is agreed that the amount of insurance hereunder shall be reduced by the amount of any loss covered by this policy if the loss exceeds \$250 but the Company and the Insured shall be deemed to have agreed that this policy is reinstated to the full amount insured upon cessation of the occurrence which occasioned such loss, and the Insured agrees to pay the pro-rata additional premium for such reinstatement.

**MARINE DEPARTMENT
COMMERCIAL TOOLS AND SMALL EQUIPMENT FLOATER
BROAD FORM**

Attached to and forming part of policy number POP 947 71 40
Issued to: FLEETWOOD MACHINE PRODUCTS INC., ETAL
Insured's location (city and state) NORTH HOLLYWOOD, CALIFORNIA AND PHOENIX, ARIZONA
Loss payee: _____

1. PROPERTY INSURED

This policy covers property owned by, or leased to, the insured up to and including the amounts shown below, while in the insured's care, custody and control, within the geographical limits of the Continental United States and Canada.

2. SCHEDULE OF PROPERTY

a) TRADE NAME OF MACHINE	MFG. SR. NUMBER OR MODEL NUMBER	YEAR BUILT	LIMIT OF INSURANCE
			\$

b) **Unscheduled tools and miscellaneous equipment usual to the Insured's operation** \$ 54,000.

3. PERILS INSURED

This policy insures against risks of direct physical loss of or damage to the property covered, except as provided elsewhere in this policy, subject to the deductible amount specified in Section 5 of this form.

4. LIMIT OF LIABILITY

The liability of this Company shall not exceed the total of the amounts of insurance specified above in Sections 2a and 2b in any one loss, casualty or disaster, including salvage charges or other expenses or all combined.

5. DEDUCTIBLE AMOUNTS

EACH CLAIM FOR LOSS UNDER THIS POLICY SHALL BE ADJUSTED SEPARATELY AND FROM THE AMOUNT OF EACH ADJUSTED CLAIM THE FOLLOWING SUMS SHALL BE DEDUCTED:

\$ N/A ON PROPERTY SCHEDULED UNDER SECTION 2A

\$ 100. ON TOOLS AND MISCELLANEOUS EQUIPMENT COVERED UNDER SECTION 2B
IN THE EVENT OF LOSS TO ITEMS INSURED UNDER BOTH SECTIONS 2A AND 2B, IT IS AGREED THAT ONLY THE LARGER DEDUCTIBLE SHOWN SHALL APPLY.

6. COINSURANCE

The Insured shall ~~maintain~~ at all times during the effective period of coverage, an amount of insurance equal to the actual cash value of all ~~tools and equipment~~ insured under this policy. In the event the Insured fails to do so, it is understood that the Insured will ~~bear a proportion~~ of any loss to the extent of such deficiency.

7. PROPERTY NOT INSURED

THIS POLICY DOES NOT COVER

- A) AUTOMOBILES, MOTOR TRUCKS, TRACTORS, TRAILERS, MOTORCYCLES, OR SIMILAR CONVEYANCES LICENSED FOR HIGHWAY USE;
- B) PLANS, BLUEPRINTS, DESIGNS OR SPECIFICATIONS;
- C) PROPERTY WHILE UNDERGROUND, UNDERWATER, AIRBORNE OR WATERBORNE UNLESS SPECIFICALLY ENDORSED AND CHARGED FOR;
- D) PROPERTY WHICH HAS BECOME PART OF ANY STRUCTURE;
- E) PROPERTY AND EQUIPMENT WHOSE ACTUAL CASH VALUES EXCEED \$100,000.
- F) ANY STOCK USUAL TO THE INSURED'S BUSINESS.

WHITE - Insured's Copy/YELLOW - Agent's Copy/PINK - Home Office Copy/GOLDENROD - Extra Copy

8. THIS POLICY DOES NOT COVER LOSS, DAMAGE OR EXPENSE CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING. SUCH LOSS, DAMAGE OR EXPENSE IS EXCLUDED REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY SEQUENCE TO THE LOSS OR DAMAGE.
- A) CAUSED BY THE WEIGHT OF A LOAD EXCEEDING THE RATED LIFTING OR SUPPORTING CAPACITY OF ANY MACHINE;
 - B) TO ANY BOOM OR EXTENSION THEREOF UNLESS CAUSED BY FIRE, LIGHTNING, HAIL, WINDSTORM, RIOT, RIOT ATTENDING A STRIKE, CIVIL COMMOTION, AIRCRAFT, COLLISION FROM OTHER VEHICLES, LANDSLIDES, OR UPSET OF THE UNIT TO WHICH IT IS A PART;
 - C) TO ELECTRICAL APPARATUS CAUSED BY ELECTRICITY OTHER THAN LIGHTNING UNLESS FIRE ENSUES AND THEN ONLY FOR LOSS OR DAMAGE BY SUCH ENSUING FIRE;
 - D) TO TUBES OR TIRES UNLESS THE LOSS OR DAMAGE IS CAUSED BY FIRE, WINDSTORM OR THEFT OR IS COINCIDENT WITH OTHER LOSS OR DAMAGE INSURED BY THIS POLICY;
 - E) BY ANY PROCESS OF REFINISHING, RENOVATING OR REPAIRING;
 - F) CAUSED BY MISAPPROPRIATION, SECRETION, CONVERSION, INFIDELITY OR ANY DISHONEST ACT ON THE PART OF THE INSURED OR ANY PARTY OF INTEREST, HIS OR THEIR EMPLOYEES OR AGENTS, OR OTHERS TO WHOM THE PROPERTY MAY BE ENTRUSTED;
 - G) FROM UNEXPLAINED LOSS, MYSTERIOUS DISAPPEARANCE, OR SHORTAGE DISCLOSED ON TAKING INVENTORY;
 - H) BY GRADUAL DETERIORATION, WEAR AND TEAR, FAULTY DESIGN, OBSOLESCENCE, RUST, INHERENT VICE, DELAY, LOSS OF MARKET OR LOSS OF USE;
 - I) TO EQUIPMENT LOANED, LEASED OR RENTED TO OTHERS.
9. This insurance covers only within the geographical limits of the Continental United States and Canada unless otherwise endorsed hereon.
10. This company shall not be liable for loss, if at the time of loss there is any other valid and collectible insurance which would attach if this insurance had not been effected, and this insurance shall only apply as excess and in no event as contributing insurance, and then only after all such other insurance has been exhausted.
11. This insurance does not cover loss by or resulting from the neglect of the insured to use reasonable means to save and preserve the property at the time of and after any loss.
12. The Minimum Premium for this policy is \$100.00.

EXCESS COVERAGE/FLEETWOOD MACHINE

<u>DATE FROM/TO</u>	<u>INSURANCE COMPANY NAME</u>	<u>POLICY NUMBER</u>	<u>COMMENT</u>
3-1-74/?	St. Paul	559XA4924	
3-1-75/76	St. Paul	559XA4924	
3-1-76/7-21-77	Industrial Indemnity	LC756 8889	*
7-21-77/78	Industrial Indemnity	LC780 9678	
7-21-78/1-3-79	Industrial Indemnity	LC780 9678	
1-3-79/3-1-79	Mission Ins.	M845398	*
3-1-79/3-1-80	Mission Ins.	M849742	*
3-1-80/81	Mission Ins.	M857611	*
81/82			
3-1-82/83	Mission National	MN002724	*
3-1-83/4-1-84	Mission National	MS-B#8146	
4-1-83/84	Puritan Excess & Surplus Lines Ins. Company	XUL002569	*
4-1-84/85	Admiral Insurance Co.	A84-UC01829	*
4-1-85/86	Covenant Mutual Ins. Company	UL-266-97-23	*
86			
87	Navigators?		
88/89	Navigators Ins. Company	NFE500363	

* Policy included.

INDUSTRIAL
INDEMNITY

COMPREHENSIVE CATASTROPHE LIABILITY POLICY (THE DEFENDER)



THE COMPANY NAMED ON THE DECLARATIONS PAGE

(A capital stock company, herein called the Company)

Agrees with the insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the Limit of Liability, Exclusions, Conditions and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE—

The Company agrees to indemnify the insured for ultimate net loss in excess of the retained limit hereinafter stated, which the insured may sustain by reason of the liability imposed upon the insured by law, or assumed by the insured under contract:

- (a) Personal Injury Liability. For damages, including damages for care and loss of services, because of personal injury, including death at any time resulting therefrom, sustained by any person or persons;
- (b) Property Damage Liability. For damages because of injury to or destruction of tangible property including consequential loss resulting therefrom, caused by an occurrence;
- (c) Advertising Liability. For damages because of libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy arising out of the named insured's advertising activities.

II. DEFENSE SETTLEMENT—

With respect to any occurrence not covered by the underlying policies listed in Schedule A hereof or any other underlying insurance collectible by the insured, but covered by the terms and conditions of this policy except for the amount of retained limit specified in Item 3(C) of the declarations, the Company shall:

- (a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request;

and the amounts so incurred, except settlements of claims and suits are payable by the Company in addition to the applicable limit of liability of this policy.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount of ultimate net loss paid on behalf of the insured within the retained limit specified in Item 3(C) of the declarations.

III. DEFINITION OF "NAMED INSURED" AND "INSURED"—

"Named insured", wherever used, includes any subsidiary company (including subsidiaries thereof) of the named insured and any other company coming under the named insured's control of which it assumes active management.

The unqualified word "insured", wherever used, includes the named insured and also:

- (a) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or in behalf of the named insured or to facilities of or used by the named insured;
- (b) any additional insured, other than the named insured, included in the underlying policies listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder;
- (c) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, or of aircraft, (1) any executive officer, other employee, director or stockholder thereof while acting within the scope of his duties as such; (2) any organization or proprietor with respect to real estate management for the named insured;
- (d) any person while using an automobile or aircraft owned by or loaned to the named insured or hired for use in behalf of the named insured and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is by the named insured or with the named insured's permission, and any executive officer, director or stockholder of the named insured with respect to the use of an automobile or aircraft not owned by the named insured in the business of the named insured. The insurance with respect to any person or organization other than the named insured does not apply under division (d) of this insuring agreement:

1. to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station,

storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;

2. with respect to any automobile or aircraft hired by or loaned to the named insured, to the owner or a lessee thereof other than the named insured, or to any agent or employee of such owner or lessee;
3. to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof.

IV. POLICY PERIOD, TERRITORY—

This policy applies only to occurrences happening anywhere during the policy period.

V. RETAINED LIMIT—LIMIT OF LIABILITY—

With respect to Coverage I (a), I (b) or I (c), or any combination thereof, the Company's liability shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

(a) the total of the applicable limits of the underlying policies listed in Schedule A hereof, and the applicable limits of any other underlying insurance collectible by the insured; or

(b) an amount as stated in Item 3(C) of the declarations as the result of any one occurrence not covered by the said policies or insurance;

and then up to an amount not exceeding the amount as stated in Item 3(A) of the declarations as the result of any one occurrence. There is no limit to the number of occurrences during the policy period for which claims may be made, except that the liability of the Company arising out of the products hazard on account of all occurrences during each policy year shall not exceed the aggregate amount stated in Item 3(B) of the declarations.

In the event of the reduction or exhaustion of the aggregate limits of liability of the underlying policies listed in Schedule A by reason of losses paid thereunder, this policy, subject to the above limitations, (1) in the event of reduction, shall pay the excess of the reduced underlying limits; or (2) in the event of exhaustion, shall continue in force as underlying insurance.

EXCLUSIONS

This policy shall not apply:

- (a) under Coverage I (a), to any obligation for which the insured or any of its insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named insured under contract;
- (b) under Coverage I (b), to injury to or destruction of (1) property owned by the insured or (2) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the insured, out of which the occurrence arises; or (3) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;
- (c) under Coverage I (c), to liability for (1) failure of performance of written contract, (2) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;
- (d) under Coverage I (a) and (b), to injury, sickness, disease, death or destruction:
 1. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 2. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- (e) under Coverage I (a) and I (b), to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 3. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in

connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility;

(f) as used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"nuclear facility" means:

1. any nuclear reactor,
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operation conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material;


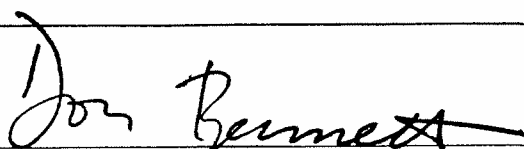
With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property;

(g) under Coverage I (b), to claims made against the insured:

1. for repairing or replacing any defective product or products manufactured, sold or supplied by the insured or any defective part or parts thereof nor for the cost of such repair or replacement;
2. for the loss of use of any such defective product or products or part or parts thereof;

Charles W. Stettin
Secretary

Robert J. Bess
President

ITEM		TR CO DIV	PRODUCER	POLICY NUMBER		Declarations COMPREHENSIVE CATASTROPHE LIABILITY POLICY	 <small>COVERAGE IS PROVIDED BY THE COMPANY DESIGNATED A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)</small>
		01 1 03	55165	LC 756-8889			
	NAME OF INSURED AND ADDRESS	FLEETWOOD MACHINE PRODUCTS, INC. (1) 11447 VANOWEN STREET (X) NORTH HOLLYWOOD, CALIFORNIA (X)				INDUSTRIAL INDEMNITY HOME OFFICE SAN FRANCISCO	
1	Producer	THE INSURED IS: (1) CORPORATION (2) LAVEN INSURANCE, INC. P. O. BOX 896 HAWTHORNE, CALIFORNIA 90252				FOR COMPANY USE	
2	Policy Period	FROM MO DAY YR 7-21-76	TO MO DAY YR 7-21-77	At 12:01 A.M. Stand ard Time at the address of the named insured as stated herein	RENEWAL OF NEW999		
	Premium Adjustment Period	INDICATED BY CODE NUMBER BELOW			CODE 1 Annual 2 Semi-Annual 3 4 5 Quarterly 6 Monthly 0 None	BUSINESS OF INSURED MACHINE SHOP	
3	Limits	LIMIT OF LIABILITY - AS INSURING AGREEMENT V (A) Coverage I (a), I (b) or I (c) or all combined with respect to each occurrence \$ 5,000,000. (B) Limit in the aggregate for each annual period with respect to the Products hazard \$ NOT COVERED-SEE PRODUCTS EXCLUSION ENDT. (C) Retained limit \$ 10,000.					
4	Premium	PREMIUM COMPUTATION: Estimated Annual Rate per ANNUAL REVIEW Estimated Annual Premium \$ 2,605. Annual Minimum Premium \$ 2,605. Advance Premium \$ 2,605. In the event of cancellation by the named insured, the Company shall receive and retain not less than \$ 1,163. as a minimum premium. INSTALLMENTS PAYABLE: Three Year Premium \$ Advance Premium \$ 1st Anniversary Premium \$ 2nd Anniversary Premium \$					
5		During the past year no insurer has canceled any similar insurance issued to the named insured, nor declined to issue such insurance, unless otherwise stated herein: * *Absence of an entry means "No exception".					
ENDTS. #1 THRU #4 ATTACHED 9-9-76/ik/12							
Countersigned by  AUTHORIZED REPRESENTATIVE							

SCHEDULE A — SCHEDULE OF UNDERLYING POLICIES

NAME OF INSURED FLEETWOOD MACHINE PRODUCTS, INC.
 EFFECTIVE ON AND AFTER JULY 21, 19 76, 12:01 A.M., STANDARD TIME
 POLICY NUMBER LC 756-8889

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(a) COMMERCIAL UNION	STANDARD WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY	Coverage B - Employers' Liability \$ 100,000. one accident
(b) STUYVESANT INS. 11-18-75/76 #BP 3496050	WATERCRAFT PROTECTION & INDEMNITY WATERCRAFT PROTECTION & INDEMNITY LIABILITY	Bodily Injury Liability \$ 300,000. each occurrence \$ 300,000. aggregate when applicable Property Damage Liability \$ 50,000. each ACCIDENT ACCIDENT
(c) FIREMAN'S FUND	AUTOMOBILE LIABILITY	* Bodily Injury Liability \$ each person \$ each occurrence * Property Damage Liability \$ each occurrence
* APPLICABLE LIMITS: \$300,000. COMBINED SINGLE LIMITS		
(d) FIREMAN'S FUND MXP 2894355 3-1-76/77 BROADENING COVERAGES PERSONAL INJURY-BUREAU HAZARDS A,B,C, \$500,000. GENERAL COVERAGE AGGREGATE BLANKET CONTRACTUAL WATER DAMAGE LIABILITY	COMPREHENSIVE LIABILITY	Bodily Injury Liability - Automobile \$ each person \$ each occurrence Bodily Injury Liability - Except Automobile \$ 500,000. each occurrence \$ 500,000. aggregate when applicable Property Damage Liability - Automobile \$ each occurrence Property Damage Liability - Except Automobile \$ 100,000. each occurrence \$ 100,000. aggregate when applicable
(e)	COMPREHENSIVE LIABILITY (COMBINED SINGLE LIMIT)	General Liability (Single Limit) \$ each occurrence \$ aggregate when applicable Auto Liability (Single Limit) \$ each occurrence
BROADENING COVERAGES		

9-2-76/OS/mfb/12

CONTAMINATION AND POLLUTION

It is agreed this policy shall not apply to liability for contamination or pollution of land, water, air or real or personal property or any injuries or damages resulting therefrom caused by an occurrence.

It is further agreed that for the purpose of this endorsement "Occurrence" means a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

END. #1

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

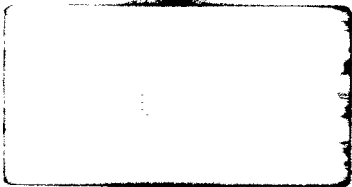
Effective **7-21-76**, this endorsement forms a part of Policy No. **LC 756-8889**

issued to **FLEETWOOD MACHINE PRODUCTS, INC.**

by **INDUSTRIAL INDEMNITY**

9-2-76/OS/mfb/12

LAVIN INSURANCE, INC.
BY *Gilbert R. Lavin*
AUTHORIZED REPRESENTATIVE



SPECIFIC EXCLUSION ENDORSEMENT

It is agreed that the policy shall not apply to:

PRODUCTS AND/OR COMPLETED OPERATIONS

END. #2

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective 7-21-76, this endorsement forms a part of Policy No. LC 756-8889

issued to FLEETWOOD MACHINE PRODUCTS, INC.

by INDUSTRIAL INDEMNITY

LAVEN INSURANCE, INC.

BY:

Robert R. Laven
AUTHORIZED REPRESENTATIVE

9-2-76/OS/mfb/12

1U086 (12/71)



DECLARATIONS

- (1) Individual Named Insured MILWOOD W. COOKE
- (2) Address AS PER ITEM #1 OF THE DECLARATIONS
- (3) Limit of Liability-As Insuring Agreement III _____
- (A) Coverage-Personal Liability with respect to any one occurrence \$ 500,000.
- (B) Retained Limit \$ 100.
- (4) Premium \$ INCL, payable \$ 140. in advance, _____
- \$ _____ 1st Anniversary, \$ _____ 2nd Anniversary _____
- (5) During the past year no insurer has canceled any similar insurance issued to the Individual Named Insured, stated in Item #1 of this endorsement, nor declined to issue such insurance, unless otherwise stated herein. _____

(6) Cancellation: _____

- (7) For the purpose of the insurance afforded by this endorsement, it is warranted by the insured stated in Item #1 above that the insured shall maintain in force valid and collectible underlying insurance as set out below, or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force.

Comprehensive Personal Liability written without special restrictive endorsements on standard forms in general use with limits of at least:

Bodily Injury Liability or Property Damage Liability or Both Combined	\$ 300,000.	each occurrence
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Automobile Liability with limits of at least:

Bodily Injury Liability or Property Damage Liability or Both Combined	\$ 300,000.	each occurrence
or Bodily Injury Liability	\$	each person
	\$	each occurrence
Property Damage Liability	\$	each occurrence

Standard Workmen's Compensation and Employers' Liability with Coverage B-Employers' Liability Limits of at least:

	\$ 100,000.	one accident
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Watercraft Liability written without special restrictive endorsements on standard forms in general use, applicable to all operations including waterskiing or aqua-planing or any sport in which devices or persons are towed, with limits of at least:

Bodily Injury Liability	\$
	\$
Property Damage Liability	\$
or Bodily Injury Liability or Property Damage Liability or Both Combined	\$

*Absence of an entry means "no exception". (The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

END. #3

Effective 7-21-76 this endorsement forms a part of policy no. LC 756-8889

Issued To FLEETWOOD MACHINE PRODUCTS, INC.
LAVEN INSURANCE, INC.

By INDUSTRIAL INDEMNITY

9-2-76/OS/mfb/12

BY:


Authorized Representative

The Company agrees with the Individual Named Insured, in consideration on the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, insuring agreements, exclusions, conditions and other terms of this endorsement:

INSURING AGREEMENTS

I. COVERAGE—

A. Personal Liability. To pay on behalf of the insured the ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury or property damage.

B. Uninsured Motorists. The Company agrees to pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile or an underinsured automobile, in excess of the retained limit, provided coverage hereunder for loss involving such uninsured or underinsured automobile shall apply only in accordance with the terms and conditions of underlying Uninsured Motorists insurance afforded to the insured at the time of loss, or in the absence thereof, Uninsured Motorists insurance afforded to the insured as of the effective date of this policy.

The limit of liability with respect to Coverage B, Uninsured Motorists, shall be \$25,000 per accident in excess of the retained limit as defined herein.

II. DEFENSE—Settlement—

With respect to any occurrence not covered by underlying insurance described in Item 7 of this endorsement or any other underlying insurance available to the insured, but covered by the terms and conditions of this endorsement except for the amount of the retained limit specified in Item 3(B) of the Declarations of this endorsement, the Company shall:

- (a) defend any suit against the insured alleging such injury or damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the period of this endorsement, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses incurred at the Company's request, but reimbursement for loss of earnings by the insured shall not exceed \$100 per day nor an aggregate of \$5,000; and the amounts so incurred, except settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability of this endorsement.

In any country where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount of ultimate net loss (except for Defense Costs) paid on behalf of the insured within the retained limit specified in Item 3(B) of the Declarations of this endorsement.

III. LIMIT OF LIABILITY—Retained Limit—

The Company's liability as the result of any one occurrence shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

- (a) With respect to Coverage A,

(1) the total of the applicable limits of the underlying insurance

in Item 7 of this endorsement, and the applicable limits of any other underlying insurance available to the insured; or

- (2) an amount as stated in Item 3(B) of the Declarations of this endorsement as a result of any one occurrence not covered by the policies so listed or any other insurance;

and then shall not exceed the amount stated in Item 3(A) of the Declarations of this endorsement.

- (b) With respect to Coverage B,

- (1) the total amount of insurance collectible by or payable to the insured under the Uninsured Motorists, Underinsured Motorists or Automobile Liability insurance; or
- (2) the minimum amount specified by the Financial Responsibility Laws of the state in which the accident occurs.

There is no limit to the number of occurrences during the policy period for which claims may be made.

IV. DEFINITION OF "INDIVIDUAL NAMED INSURED"

AND "INSURED"—

"Individual Named Insured" means the individual named in the declaration of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word "insured" includes the individual named insured and also:

- (a) any relative or any other person under the age of twenty-one (21) in the care of the insured (except with respect to the ownership, maintenance or use, including loading and unloading, of automobiles and aircraft)
- (b) (i) any person while using an automobile or watercraft owned by, loaned to or hired for use in behalf of the individual named insured and any person or organization legally responsible for the use thereof, provided the actual use is by the individual named insured or with the individual named insured's permission, or (2) if a resident of the "individual named insured's" household, any relative, but only with respect to a non-owned automobile, provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the individual named insured does not apply under division (b) of this insuring agreement:
 - (i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the insured, to the owner or lessee thereof other than the individual named insured, or to any agent or employee of such owner or lessee. (This subparagraph does not apply to a relative with respect to a non-owned automobile);
 - (ii) to any person or organization or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (iii) with respect to any watercraft, to any person or organization or repair yard, marina, yacht club, sales agency, boat service station or similar facility;
- (c) with respect to animals owned by an insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal without the permission of the owner.

The insurance afforded applies separately to each insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one insured shall not operate to increase the limit of the Company's liability.

V. ENDORSEMENT PERIOD, TERRITORY—

This endorsement applies only to occurrences which occur on and after the effective date hereof, happening anywhere during the endorse-

fully complied with all the terms of this endorsement, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured, or by written agreement of the insured, the claimant and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative.

G. Other Insurance. If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder), the insurance hereunder shall be in excess of, and not contribute with, such other insurance.

H. Underlying Insurance. This endorsement shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence, the Company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.

I. Subrogation. The Company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

J. Changes. Notice to or knowledge of any agent or other persons shall not effect a waiver or change any part of this endorsement nor estop the Company from asserting any right under it, nor shall the terms of this endorsement be waived or changed except by endorsement thereon.

K. Assignment. Assignment of interest under this endorsement shall not bind the Company until its consent is endorsed hereon. Bankruptcy or insolvency of the insured shall not relieve the Company of any of its obligations hereunder. If, however, the insured shall die or be adjudged bankrupt or insolvent within the endorsement period, this endorsement, unless canceled, shall cover the insured's legal representative for the unexpired portion of such endorsement.

L. Employers' Liability Common Law Defenses. As a condition to the recovery of any loss under this endorsement with respect to personal injury to any employee arising out of and in the course of employment by the insured, the insured warrants that he has not and will not

abrogate his common law defenses under any workmen's compensation law. In the event the insured should at any time during the endorsement period, abrogate such defenses, such insurance as is afforded with respect to such employee shall automatically terminate at the same time.

M. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying insurance described in Item 7 of the Declarations of this endorsement or renewals or replacements thereof not more restricted, shall be maintained in force as collectible insurance during the currency of this endorsement. In the event of failure by the insured so to maintain such policies or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this endorsement shall apply in the same manner it would have applied had such policies been so maintained in force.

N. Cancellation. This endorsement may be canceled by the individual named insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This endorsement may be canceled by the Company by mailing to the individual named insured at the address shown in this endorsement written notice stating when, not less than either: (1) thirty (30) days, or (2) if an entry is made, the number of days stated in Item 7 of the Declarations of this endorsement thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the individual named insured or by the Company shall be equivalent to mailing. If the individual named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the individual named insured.

O. Liberalization. If during the period that insurance is in force under this policy, or within 45 days prior to the inception date hereof, on behalf of the Company there be filed with and approved or accepted by the insurance supervisory authorities of the jurisdiction in which the named insured maintains his principal residence, in conformity with law, any forms, endorsements, rules or regulations by which the insurance provided under this policy could be extended or broadened, without additional premium charge, by endorsement or substitution of forms, then such extended or broadened insurance shall inure to the benefit of the insured as though such endorsement or substitution of form has been made.

EXCLUSIONS

This endorsement shall not apply, with respect to Coverage 1A:

- (a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law;
- (b) to property damage to (1) property owned by the insured, or (2) aircraft rented to, used by or in the care, custody or control of the insured;
- (c) to liability for property damage to property, other than aircraft, rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;
- (d) to personal injury or property damage with respect to which the insured under this endorsement is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- (e) to any act committed by or at the direction of the insured with intent to cause personal injury or property damage, BUT THIS EXCLUSION DOES NOT APPLY to personal injury or property damage resulting from an act committed for the purpose of preventing or eliminating danger in the operation of automobiles, watercraft or aircraft or for the purpose of protecting persons or property;
- (f) to liability arising out of the ownership, use, loading or unloading of any aircraft;
- (g) to the ownership, maintenance or use, including loading or unloading, of any watercraft owned by an insured, while away from premises owned by, rented to or controlled by an insured, if twenty-six (26) feet or more in overall length, unless: (1) insurance

therefor is provided by underlying insurance described in Item 7 of this endorsement, (2) notice is given the Company within thirty (30) days following date of acquisition of such watercraft and additional premium charged;

- (h) except to the extent that insurance is provided therefor by underlying insurance described in Item 7 of this endorsement, to business pursuits or business property (other than farms) of an insured, to any claim for loss or expense, BUT THIS EXCLUSION SHALL NOT APPLY with respect to the ownership, maintenance or use, including loading or unloading, of any automobile or watercraft;
 - (i) to the rendering of any professional service or the omission thereof by an insured;
 - (j) except with respect to occurrence taking place in the United States of America, its territories or possessions, or Canada, to liability assumed by the insured under any contract or agreement for personal injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing;
 - (k) to the ownership, maintenance or use of any recreational motor vehicle, as defined herein, except insofar as coverage is available to the insured in the underlying insurance described in Item 7 of the Declarations of this endorsement.
 - (l) to the ownership, maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing, except insofar as coverage is available to the insured in the underlying insurance described in Item 7 of the Declarations of this endorsement as respects watercraft.
- This policy does not apply, with respect to Coverage 1B:
- (m) to loss occurring at any time during which the insured is not afforded underlying Uninsured Motorists insurance by reason of the insured's voluntary rejection thereof.

CONDITIONS

A. Other Definitions. (a) "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorney's fees, court costs and interest on any judgment or award) and all salaries of employees and office expense of the insured, the Company or any underlying insurer so incurred.

(b) "Personal injury" means:

- (1) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury;
- (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, or humiliation;
- (3) libel, slander, defamation of character, or invasion of right of privacy; and
- (4) assault and battery not committed by or at the direction of the insured, unless committed for the purposes of preventing or eliminating danger in the operation of automobiles or watercraft or for the purpose of protecting persons or property;

including death resulting therefrom, sustained by any person.

- (c) "Property damage" means injury to or destruction of tangible property, including the loss of use thereof.
- (d) "Automobile" means a land motor vehicle, trailer or semi-trailer, including farm tractors, trailers and implements.
- (e) "Business" includes trade, profession or occupation.
- (f) "Relative" means a relative of the individual named insured who is resident of the same household.
- (g) "Non-owned automobile" means an automobile not owned by or furnished for the regular use of either the individual named insured or any relative, other than a temporary substitute automobile, i.e., one not owned by the individual named insured, while temporarily used as a substitute for an automobile owned by the individual named insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
- (h) Recreational Motor Vehicle means (1) a golf cart, snowmobile, mini-bike, motor scooter, dune buggy, or all-terrain vehicle or (2) if

not subject to Motor Vehicle Registration, any other land motor vehicle designed for recreational use off public roads.

B. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time. The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun in such a case, the insured shall forward to the Company each paper therein, or a copy thereof, received by the insured or the insured's representatives together with copies of reports of investigations with respect to such claim proceedings.

C. Assistance and Cooperation. Except as provided in Insuring Agreement II (Defense-Settlement) or Condition H (Underlying Insurance), the Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the Company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the insured and the Company shall cooperate fully.

D. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Item 3(A) of the Declarations of this endorsement for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

E. Loss Payable. Liability of the Company shall not attach until the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant and the Company.

F. Action Against the Company. No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have


Authorized Representative

COMPREHENSIVE PERSONAL CATASTROPHE LIABILITY ENDORSEMENT

DECLARATIONS

- (1) Individual Named Insured WILLIAM L. COOKE
- (2) Address AS PER ITEM #1 OF THE DECLARATIONS
- (3) Limit of Liability-As Insuring Agreement III _____
- (A) Coverage-Personal Liability with respect to any one occurrence \$ 5,000,000.
- (B) Retained Limit \$ 100.
- (4) Premium \$ INCL, payable \$ 140. in advance, _____
- \$ _____ 1st Anniversary, \$ _____ 2nd Anniversary _____
- (5) During the past year no insurer has canceled any similar insurance issued to the Individual Named Insured, stated in Item #1 of this endorsement, nor declined to issue such insurance, unless otherwise stated herein. _____

- (6) Cancellation: _____
- (7) For the purpose of the insurance afforded by this endorsement, it is warranted by the insured stated in Item #1 above that the insured shall maintain in force valid and collectible underlying insurance as set out below, or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force.

Comprehensive Personal Liability written without special restrictive endorsements on standard forms in general use with limits of at least:

Bodily Injury Liability or Property Damage Liability or Both Combined \$ 100,000. each occurrence

Automobile Liability with limits of at least:

Bodily Injury Liability or Property Damage Liability or Both Combined \$ 300,000. each occurrence
or Bodily Injury Liability \$ 300,000. each person
Property Damage Liability \$ 25,000. each occurrence

Standard Workmen's Compensation and Employers' Liability with Coverage B-Employers' Liability Limits of at least:

\$ 100,000. one accident

Watercraft Liability written without special restrictive endorsements on standard forms in general use, applicable to all operations including waterskiing or aqua-planing or any sport in which devices or persons are towed, with limits of at least:

Bodily Injury Liability \$ _____
Property Damage Liability \$ _____
or Bodily Injury Liability or Property Damage Liability or Both Combined \$ _____

*Absence of an entry means "no exception". (The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

END. #4

Effective 7-21-76 this endorsement forms a part of policy no. LC 756-8889

Issued To FLEETWOOD MACHINE PRODUCTS, INC.

By INDUSTRIAL INDEMNITY

9-2-76/OS/mfb/12

LAVEN INSURANCE, INC.

BY:

Robert R. Laven
Authorized Representative

The Company agrees with the Individual Named Insured, in consideration on the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, insuring agreements, exclusions, conditions and other terms of this endorsement:

INSURING AGREEMENTS

I. COVERAGE—

A. Personal Liability. To pay on behalf of the insured the ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury or property damage.

B. Uninsured Motorists. The Company agrees to pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile or an underinsured automobile, in excess of the retained limit, provided coverage hereunder for loss involving such uninsured or underinsured automobile shall apply only in accordance with the terms and conditions of underlying Uninsured Motorists insurance afforded to the insured at the time of loss, or in the absence thereof, Uninsured Motorists insurance afforded to the insured as of the effective date of this policy.

The limit of liability with respect to Coverage B, Uninsured Motorists, shall be \$25,000 per accident in excess of the retained limit as defined herein.

II. DEFENSE—Settlement—

With respect to any occurrence not covered by underlying insurance described in Item 7 of this endorsement or any other underlying insurance available to the insured, but covered by the terms and conditions of this endorsement except for the amount of the retained limit specified in Item 3(B) of the Declarations of this endorsement, the Company shall:

- (a) defend any suit against the insured alleging such injury or damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the period of this endorsement, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses incurred at the Company's request, but reimbursement for loss of earnings by the insured shall not exceed \$100 per day nor an aggregate of \$5,000; and the amounts so incurred, except settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability of this endorsement.

In any country where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount of ultimate net loss (except for Defense Costs) paid on behalf of the insured within the retained limit specified in Item 3(B) of the Declarations of this endorsement.

III. LIMIT OF LIABILITY—Retained Limit—

The Company's liability as the result of any one occurrence shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

- (a) With respect to Coverage A,

in Item 7 of this endorsement, and the applicable limits of any other underlying insurance available to the insured; or

- (2) an amount as stated in Item 3(B) of the Declarations of this endorsement as a result of any one occurrence not covered by the policies so listed or any other insurance;

and then shall not exceed the amount stated in Item 3(A) of the Declarations of this endorsement.

- (b) With respect to Coverage B,

- (1) the total amount of insurance collectible by or payable to the insured under the Uninsured Motorists, Underinsured Motorists or Automobile Liability insurance; or
- (2) the minimum amount specified by the Financial Responsibility Laws of the state in which the accident occurs.

There is no limit to the number of occurrences during the policy period for which claims may be made.

IV. DEFINITION OF "INDIVIDUAL NAMED INSURED"

AND "INSURED"—

"Individual Named Insured" means the individual named in the declaration of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word "insured" includes the individual named insured and also:

- (a) any relative or any other person under the age of twenty-one (21) in the care of the insured (except with respect to the ownership, maintenance or use, including loading and unloading, of automobiles and aircraft)
- (b) (i) any person while using an automobile or watercraft owned by, loaned to or hired for use in behalf of the individual named insured and any person or organization legally responsible for the use thereof, provided the actual use is by the individual named insured or with the individual named insured's permission, or (2) if a resident of the "individual named insured's" household, any relative, but only with respect to a non-owned automobile, provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the individual named insured does not apply under division (b) of this insuring agreement:
 - (i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the insured, to the owner or lessee thereof other than the individual named insured, or to any agent or employee of such owner or lessee. (This subparagraph does not apply to a relative with respect to a non-owned automobile);
 - (ii) to any person or organization or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (iii) with respect to any watercraft, to any person or organization or repair yard, marina, yacht club, sales agency, boat service station or similar facility;
- (c) with respect to animals owned by an insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal without the permission of the owner.

The insurance afforded applies separately to each insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one insured shall not operate to increase the limit of the Company's liability.

V. ENDORSEMENT PERIOD, TERRITORY—

This endorsement applies only to occurrences which occur on and after the effective date hereof, happening anywhere during the endorsement period.

fully complied with all the terms of this endorsement, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured, or by written agreement of the insured, the claimant and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative.

G. Other Insurance. If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder), the insurance hereunder shall be in excess of, and not contribute with, such other insurance.

H. Underlying Insurance. This endorsement shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence, the Company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.

I. Subrogation. The Company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

J. Changes. Notice to or knowledge of any agent or other persons shall not effect a waiver or change any part of this endorsement nor estop the Company from asserting any right under it, nor shall the terms of this endorsement be waived or changed except by endorsement thereon.

K. Assignment. Assignment of interest under this endorsement shall not bind the Company until its consent is endorsed hereon. Bankruptcy or insolvency of the insured shall not relieve the Company of any of its obligations hereunder. If, however, the insured shall die or be adjudged bankrupt or insolvent within the endorsement period, this endorsement, unless canceled, shall cover the insured's legal representative for the unexpired portion of such endorsement.

L. Employers' Liability Common Law Defenses. As a condition to the recovery of any loss under this endorsement with respect to personal injury to any employee arising out of and in the course of employment by the insured, the insured warrants that he has not and will not

abrogate his common law defenses under any workmen's compensation law. In the event the insured should at any time during the endorsement period, abrogate such defenses, such insurance as is afforded with respect to such employee shall automatically terminate at the same time.

M. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying insurance described in Item 7 of the Declarations of this endorsement or renewals or replacements thereof not more restricted, shall be maintained in force as collectible insurance during the currency of this endorsement. In the event of failure by the insured so to maintain such policies or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this endorsement shall apply in the same manner it would have applied had such policies been so maintained in force.

N. Cancellation. This endorsement may be canceled by the individual named insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This endorsement may be canceled by the Company by mailing to the individual named insured at the address shown in this endorsement written notice stating when, not less than either: (1) thirty (30) days, or (2) if an entry is made, the number of days stated in Item 7 of the Declarations of this endorsement thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the individual named insured or by the Company shall be equivalent to mailing. If the individual named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the individual named insured.

O. Liberalization. If during the period that insurance is in force under this policy, or within 45 days prior to the inception date hereof, on behalf of the Company there be filed with and approved or accepted by the insurance supervisory authorities of the jurisdiction in which the named insured maintains his principal residence, in conformity with law, any forms, endorsements, rules or regulations by which the insurance provided under this policy could be extended or broadened, without additional premium charge, by endorsement or substitution of forms, then such extended or broadened insurance shall inure to the benefit of the insured as though such endorsement or substitution of form has been made.

EXCLUSIONS

This endorsement shall not apply, with respect to Coverage 1A:

- (a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law;
- (b) to property damage to (1) property owned by the insured, or (2) aircraft rented to, used by or in the care, custody or control of the insured;
- (c) to liability for property damage to property, other than aircraft, rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;
- (d) to personal injury or property damage with respect to which the insured under this endorsement is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- (e) to any act committed by or at the direction of the insured with intent to cause personal injury or property damage, BUT THIS EXCLUSION DOES NOT APPLY to personal injury or property damage resulting from an act committed for the purpose of preventing or eliminating danger in the operation of automobiles, watercraft or aircraft or for the purpose of protecting persons or property;
- (f) to liability arising out of the ownership, use, loading or unloading of any aircraft;
- (g) to the ownership, maintenance or use, including loading or unloading, of any watercraft owned by an insured, while away from premises owned by, rented to or controlled by an insured, if twenty-six (26) feet or more in overall length, unless: (1) insurance

therefor is provided by underlying insurance described in Item 7 of this endorsement, (2) notice is given the Company within thirty (30) days following date of acquisition of such watercraft and additional premium charged;

- (h) except to the extent that insurance is provided therefor by underlying insurance described in Item 7 of this endorsement, to business pursuits or business property (other than farms) of an insured, to any claim for loss or expense, BUT THIS EXCLUSION SHALL NOT APPLY with respect to the ownership, maintenance or use, including loading or unloading, of any automobile or watercraft;
- (i) to the rendering of any professional service or the omission thereof by an insured;
- (j) except with respect to occurrence taking place in the United States of America, its territories or possessions, or Canada, to liability assumed by the insured under any contract or agreement for personal injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing;
- (k) to the ownership, maintenance or use of any recreational motor vehicle, as defined herein, except insofar as coverage is available to the insured in the underlying insurance described in Item 7 of the Declarations of this endorsement.
- (l) to the ownership, maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing, except insofar as coverage is available to the insured in the underlying insurance described in Item 7 of the Declarations of this endorsement as respects watercraft.

This policy does not apply, with respect to Coverage 1B:

- (m) to loss occurring at any time during which the insured is not afforded underlying Uninsured Motorists insurance by reason of the insured's voluntary rejection thereof.

CONDITIONS

A. Other Definitions. (a) "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorney's fees, court costs and interest on any judgment or award) and all salaries of employees and office expense of the insured, the Company or any underlying insurer so incurred.

(b) "Personal injury" means:

- (1) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury;
 - (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, or humiliation;
 - (3) libel, slander, defamation of character, or invasion of right of privacy; and
 - (4) assault and battery not committed by or at the direction of the insured, unless committed for the purposes of preventing or eliminating danger in the operation of automobiles or watercraft or for the purpose of protecting persons or property;
- including death resulting therefrom, sustained by any person.

(c) "Property damage" means injury to or destruction of tangible property, including the loss of use thereof.

(d) "Automobile" means self-propelled motor vehicle, trailer or semi-trailer, including farm tractors, trailers and implements.

(e) "Business" includes trade, profession or occupation.

(f) "Relative" means a relative of the individual named insured who is resident of the same household.

(g) "Non-owned automobile" means an automobile not owned by or furnished for the regular use of either the individual named insured or any relative, other than a temporary substitute automobile, i.e., one not owned by the individual named insured, while temporarily used as a substitute for an automobile owned by the individual named insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

(h) Recreational Motor Vehicle means (1) a golf cart, snowmobile, mini-bike, motor scooter, dune buggy, or all-terrain vehicle or (2) if

not subject to Motor Vehicle Registration, any other land motor vehicle designed for recreational use off public roads.

B. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time. The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun in such a case, the insured shall forward to the Company each paper therein, or a copy thereof, received by the insured or the insured's representatives together with copies of reports of investigations with respect to such claim proceedings.

C. Assistance and Cooperation. Except as provided in Insuring Agreement II (Defense-Settlement) or Condition H (Underlying Insurance), the Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the Company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the insured and the Company shall cooperate fully.

D. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Item 3(A) of the Declarations of this endorsement for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

E. Loss Payable. Liability of the Company shall not attach until the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant and the Company.

F. Action Against the Company. No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have

3. for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the insured for personal injuries or property damage (other than damage to a product of the insured) resulting from improper or inadequate performance, design or specification;
- (h) under Coverage I (a) and I (b), except with respect to occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confis-

cation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

- (i) except insofar as coverage is available to the insured in the underlying insurance as set out in Schedule A of the policy, this policy shall not apply under Coverage I (a) and I (b), to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft owned by the insured or chartered on behalf of the insured without crew, but this exclusion shall not apply to liability for personal injury to any employee of the insured arising out of and in the course of his employment by the insured.

CONDITIONS

A. Premium Computation. The premium for this policy shall be based upon the rating basis as set forth in the declarations during the policy period, and shall be computed at the rate set forth in the declarations applied to each unit exposure of such rating basis. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the Company; if less, the Company shall return the difference to the named insured; but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

B. Inspection and Audit. The Company shall be permitted at all reasonable times to inspect the insured's premises and equipment, and to examine the named insured's books and records, so far as the books and records relate to premium earned or to any occurrences happening during the policy period.

C. Severability of Interests. The term "insured" is used severally and not collectively except with respect to Insuring Agreement V (Retained Limit—Limit of Liability) and Condition J (Other Insurance). The inclusion in this policy of more than one insured shall not operate to increase the Company's total liability for all insureds covered by this policy beyond the limits set forth in Item 3 (A) and 3 (B) of the declarations.

D. Other Definitions. (a) "Personal injury" means (1) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; (3) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of any advertising activities; (4) discrimination not committed by or at the direction of the insured; and

(5) assault and battery not committed by or at the direction of the insured, unless committed for the purpose of preventing or eliminating danger in the operation of aircraft or for the purpose of protecting the property of the insured or the person or property of others.

(b) "Ultimate net loss" means the total of the following sums with respect to each occurrence:

- (1) All sums which the insured, or any company as his insurer, or both, become legally obligated to pay as damages, whether by reason of adjudication or settlement, because of personal injury, property damage or advertising liability to which this policy applies, and
- (2) All expenses incurred by the insured in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only the salaries of the insured's regular employees, provided "ultimate net loss" shall not include any damages or expense because of liability excluded by this policy.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurance.

(c) "Products hazard" means (1) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured or by others trading under its name, if the occurrence happens after possession of such goods or products has been relinquished to others by the named insured or by others trading under its name and if such occurrence happens away from premises owned by, rented to or controlled by the named insured; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container rented to or located for use of others but not sold; or (2) operations, if the occurrence happens after such operations have been completed or abandoned and happens away from premises owned by, rented

to or controlled by the named insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (aa) pick-up or delivery, except from or onto a railroad car, (bb) the maintenance of vehicles owned or used by or in behalf of the insured, (cc) the existence of tools, uninstalled equipment and abandoned or unused materials.

(d) Occurrence. With respect to Coverage I (a) and I (b) "occurrence" means either an accident happening during the policy period or a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

With respect to Coverage I (c), all damages involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used, and the number of claimants shall be deemed to arise out of one "occurrence".

E. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun the insured, when requested by the Company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

F. Assistance and Co-operation. Except as provided in Insuring Agreement II (Defense, Settlement) or in Insuring Agreement V (Retained Limit—Limit of Liability) with respect to the exhaustion of the aggregate limits of underlying policies listed in Schedule A, or in Condition K (Underlying Insurance) the Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the Company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the insured and the Company shall co-operate fully.

G. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement V (Retained Limit—Limit of Liability) for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

H. Loss Payable. Liability of the Company with respect to any one occurrence shall not attach unless and until the insured, the Company in behalf of the insured, or the insured's underlying insurer, has paid the amount of retained limit. The insured shall make a definite claim for any loss for which the Company may be liable within twelve (12) months after the insured shall have paid an amount of ultimate net loss in excess of the amount borne by the insured or after the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant, and the Company. If any subsequent payments are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within thirty (30) days after proof in conformity with this policy.

I. Bankruptcy or Insolvency. Bankruptcy or insolvency of the insured shall not relieve the Company of any of its obligations hereunder.

J. Other Insurance. If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of, and not contribute with, such other insurance. If the insured carries other

insurance with the Company covering a loss also covered by this policy (other than underlying insurance of which the insurance afforded by this policy is in excess) the insured must elect which policy shall apply and the Company shall be liable under the policy so elected and shall not be liable under any other policy.

K. Underlying Insurance. If underlying insurance is exhausted by any occurrence, the Company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence, but only where this policy applies immediately in excess of such underlying insurance, without the intervention of excess insurance of another carrier.

L. Subrogation. The Company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses thereof.

M. Changes. Notice to or knowledge of any agent or other person shall not effect a waiver or change in any part of this policy nor estop the Company from asserting any right under it, nor shall the terms of this policy be waived or changed except by endorsement hereon.

N. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall cover the insured's legal representative for the unexpired portion of such period.

O. Cancellation. This policy may be canceled by the named insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

If this policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all insureds; and notice of cancellation by the Company to such first named insured shall be notice to all insureds. Payment of any unearned premium to such first named insured shall be for the account of all interests therein.

P. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying policies listed in Schedule A, or renewals or replacements thereof not more restricted, shall be maintained in force during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during the policy period. In the event of failure by the insured so to maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the Company within 30 days of such exhaustion.

Edward W. Pittman

Secretary

Robert J. Dorn

President

Fred Drexler

Chairman of the Board

It is agreed that the provision set forth below and designated with an "X" applies to this policy.

☐ **PROFESSIONAL LIABILITY ENDORSEMENT**

It is agreed that this policy applies to liability arising out of the performance of professional services for others by the named insured in the capacity as a _____

and caused by any negligent act, error or omission of the named insured or any person employed by the named insured, or of any other person for whose acts the named insured is legally liable.

Further, it is agreed that, with respect to professional liability of the named insured arising out of the performance of professional services for others, this policy shall not apply to any claim for loss or expense for which insurance is not afforded by the underlying professional liability policy listed in Schedule A, or by any renewals or replacements thereof.

☒ **PROFESSIONAL LIABILITY EXCLUSION**

It is agreed that this policy shall not apply to liability arising out of any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the insured in the conduct of any of the named insured's business activities.

SIGNED & ACCEPTED BY W. W. Cooke

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

END'T. #6

Effective

9-16-76

, this endorsement forms a part of Policy No.

LC 756-8889

issued to

FLEETWOOD MACHINE PRODUCTS, INC.

by

INDUSTRIAL INDEMNITY

Don Bennett

10-7-76/08/ck/12

AUTHORIZED REPRESENTATIVE

1U098 (12/71)



AMENDATORY DECLARATIONS

It is agreed that the Declarations of this policy are amended as designated with an "X".

- ☐ ITEM 1 - "Named Insured" amended to:
- ☒ ITEM 1 - "Named Insured" amended to include: **FLEETWOOD ENGINEERING COMPANY**
- ☐ ITEM 1 - "Address" amended to:
- ☐ ITEM 2 - "Policy Period" amended to:
- ☐ ITEM 3 - "Limit of Liability" amended to:
- (a)
- (b)
- (c)
- ☐ ITEM 4 - "Premium Computation" amended to:
- Estimated Annual
Rate \$
- Estimated Annual Premium \$
- Policy/Annual Minimum Premium
- Advance Premium \$
- "Installments Payable":
- Three Year Premium \$
- Advance Premium \$
- 1st Anniversary Premium \$
- 2nd Anniversary Premium \$

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

END. #5
Effective **9-16-76**, this endorsement forms a part of Policy No. **LC 756-8889**
issued to **FLEETWOOD MACHINE PRODUCTS, INC.**
by **INDUSTRIAL INDEMNITY**



AUTHORIZED REPRESENTATIVE

10-7-76/08/ck/12

INSURANCE BINDER
LAVEN INSURANCE, INC.
13543 SOUTH HAWTHORNE BOULEVARD
HAWTHORNE, CALIFORNIA 90250
Telephone Numbers 772-4242
973-2000

No 1652

INSURED'S NAME AND MAILING ADDRESS:

FLEETWOOD MACHINE PRODUCTS, INC., ET AL
11447 VANOWEN STREET
NO. HOLLYWOOD, CA. 91605

This Binder is a temporary Insurance Contract to serve as evidence of Insurance pending:

- ☐ Issuance and Delivery of a Policy
☒ Issuance and Delivery of a Renewal Policy
☐ Issuance and Delivery of Endorsement
☐ Negotiation of Rates, Premium or Coverage

THE INDUSTRIAL INDEMNITY

(NAME OF INSURANCE COMPANY)

is hereby bound to the insured, named above, subject to the conditions set forth below as follows:

DESCRIPTION OF VEHICLES, PROPERTY OR OPERATIONS AND LOCATIONS	TYPE OF COVERAGE AND INSURED PERILS	AMOUNT OF INSURANCE OR LIMITS OF LIABILITY
	UMBRELLA LIABILITY POLICY AS PER EXPIRING POLICY #LC7568889	
MORTGAGEE OR LOSS PAYEE:		FOLLOWING CLAUSES, SPECIAL CONDITIONS OR ENDORSEMENTS SHALL APPLY TO THIS INSURANCE:
Binder Sent To: <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Mortgagee or L/P <input type="checkbox"/> Other _____		

Effective: FROM: 12:01 ~~PM~~ ^{A.M.} JULY 21, 1977 19 TO 12:01 A.M. AUGUST 21, 19 77

It is expressly stipulated that this binder is issued (1) subject to all the terms and conditions of the policy regularly issued by the Company in the state in which the operation or property is located, which policy is hereby made a part hereof to the same extent as if fully set forth herein, (2) and to the payment of premium based on published or manual rules and rates which premium, in the event of loss before expiration of this binder, shall be fixed at the earned premium for the insurance afforded.

It is a condition of this binder that whenever the Policy of this Company is issued in lieu of its undertaking under this binder, its obligations hereunder shall cease and be void; provided, however, that this binder shall not continue in force beyond the expiration date stated herein. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company.

This Binder may be cancelled at any time by the Insured by its surrender to the Company or to this agent, or by giving notice to the Company or to this agent when thereafter the cancellation shall be effective. The Binder may be cancelled by the Company, or by this agent in behalf of the Company, by mailing to the Insured, at the address shown above, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient notice. The effective date of cancellation stated in the notice shall become the end of the binder period. Delivery of written notice shall be equivalent to mailing.

When more than one Company is named in this binder, the above stipulations apply separately to each Company.
A premium will be charged for this binder.

COUNTERSIGNED at: HAWTHORNE, CA. , Dated: 7/18/77

By Albert R. Laven

LAVEN INSURANCE, INC.

13543 South Hawthorne Boulevard
HAWTHORNE, CALIFORNIA 90250
Phone 973-2000 • 772-4242

INVOICE
Insurance Counselors

IT PAYS TO BE



78942

• FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Street
North Hollywood, California

DATE	EXPIRATION DATE
9/15/76	7/21/77
COMPANY	
INDUSTRIAL INDEMNITY	

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	5/ch	AMOUNT	PREMIUM
7/21/76	LC 756-8889	UMBRELLA LIABILITY POLICY Limits: \$5,000,000.00			\$2,605.00
RENEWAL OF	559XA4924 (St. Paul)		Paul ch 17041 9/22/76		

COMPREHENSIVE PERSONAL CATASTROPHE LIABILITY ENDORSEMENT

DECLARATIONS

- (1) Individual Named Insured MILWOOD W. COOKE
- (2) Address AS PER ITEM #1 OF THE DECLARATIONS
- (3) Limit of Liability-As Insuring Agreement III _____
- (A) Coverage-Personal Liability with respect to any one occurrence \$ 5,000,000.
- (B) Retained Limit \$ 100.
- (4) Premium \$ INCL., payable \$ 140. in advance, _____
- \$ _____ 1st Anniversary, \$ _____ 2nd Anniversary _____
- (5) During the past year no insurer has canceled any similar insurance issued to the Individual Named Insured, stated in Item #1 of this endorsement, nor declined to issue such insurance, unless otherwise stated herein. _____
- _____ *
- (6) Cancellation: _____
- (7) For the purpose of the insurance afforded by this endorsement, it is warranted by the insured stated in Item #1 above that the insured shall maintain in force valid and collectible underlying insurance as set out below, or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force.

Comprehensive Personal Liability written without special restrictive endorsements on standard forms in general use with limits of at least:

Bodily Injury Liability or Property Damage Liability or Both Combined \$ 300,000. each occurrence

Automobile Liability with limits of at least:

Bodily Injury Liability or Property Damage Liability or Both Combined . . . \$ 300,000. each occurrence
or Bodily Injury Liability \$ each person
Property Damage Liability \$ each occurrence
each occurrence

Standard Workmen's Compensation and Employers' Liability with Coverage B-Employers' Liability Limits of at least:

\$ 100,000. one accident

Watercraft Liability written without special restrictive endorsements on standard forms in general use, applicable to all operations including waterskiing or aqua-planing or any sport in which devices or persons are towed, with limits of at least:

Bodily Injury Liability \$
Property Damage Liability \$
or Bodily Injury Liability or Property Damage Liability or Both Combined . . \$

*Absence of an entry means "no exception". (The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

ENDT. #3A IN LIEU OF & ENTIRELY REPLACING ENDT. #3

Effective 7-21-76 this endorsement forms a part of policy no. LC 756-8889

Issued To FLEETWOOD MACHINE PRODUCTS, INC.

By INDUSTRIAL INDEMNITY



The Company agrees with the Individual Named Insured, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, insuring agreements, exclusions, conditions and other terms of this endorsement:

INSURING AGREEMENTS

I. COVERAGE—

A. Personal Liability. To pay on behalf of the insured the ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury or property damage.

B. Uninsured Motorists. The Company agrees to pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile or an underinsured automobile, in excess of the retained limit, provided coverage hereunder for loss involving such uninsured or underinsured automobile shall apply only in accordance with the terms and conditions of underlying Uninsured Motorists insurance afforded to the insured at the time of loss, or in the absence thereof, Uninsured Motorists insurance afforded to the insured as of the effective date of this policy.

The limit of liability with respect to Coverage B, Uninsured Motorists, shall be \$25,000 per accident in excess of the retained limit as defined herein.

II. DEFENSE—Settlement—

With respect to any occurrence not covered by underlying insurance described in Item 7 of this endorsement or any other underlying insurance available to the insured, but covered by the terms and conditions of this endorsement except for the amount of the retained limit specified in Item 3(B) of the Declarations of this endorsement, the Company shall:

- (a) defend any suit against the insured alleging such injury or damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the period of this endorsement, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses incurred at the Company's request, but reimbursement for loss of earnings by the insured shall not exceed \$100 per day nor an aggregate of \$5,000; and the amounts so incurred, except settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability of this endorsement.

In any country where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the Company for any amount of ultimate net loss (except for Defense Costs) paid on behalf of the insured within the retained limit specified in Item 3(B) of the Declarations of this endorsement.

III. LIMIT OF LIABILITY—Retained Limit—

The Company's liability as the result of any one occurrence shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

- (a) With respect to Coverage A,
 - (1) the total of the applicable limits of the underlying policies listed

in Item 7 of this endorsement, and the applicable limits of any other underlying insurance available to the insured; or

- (2) an amount as stated in Item 3(B) of the Declarations of this endorsement as a result of any one occurrence not covered by the policies so listed or any other insurance;

and then shall not exceed the amount stated in Item 3(A) of the Declarations of this endorsement.

(b) With respect to Coverage B,

- (1) the total amount of insurance collectible by or payable to the insured under the Uninsured Motorists, Underinsured Motorists or Automobile Liability insurance; or
- (2) the minimum amount specified by the Financial Responsibility Laws of the state in which the accident occurs.

There is no limit to the number of occurrences during the policy period for which claims may be made.

IV. DEFINITION OF "INDIVIDUAL NAMED INSURED" AND "INSURED"—

"Individual Named Insured" means the individual named in the declaration of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word "insured" includes the individual named insured and also:

- (a) any relative or any other person under the age of twenty-one (21) in the care of the insured (except with respect to the ownership, maintenance or use, including loading and unloading, of automobiles and aircraft)
- (b) (i) any person while using an automobile or watercraft owned by, loaned to or hired for use in behalf of the individual named insured and any person or organization legally responsible for the use thereof, provided the actual use is by the individual named insured or with the individual named insured's permission, or (2) if a resident of the "individual named insured's" household, any relative, but only with respect to a non-owned automobile, provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the individual named insured does not apply under division (b) of this insuring agreement:
 - (i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the insured, to the owner or lessee thereof other than the individual named insured, or to any agent or employee of such owner or lessee. (This subparagraph does not apply to a relative with respect to a non-owned automobile);
 - (ii) to any person or organization or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (iii) with respect to any watercraft, to any person or organization or repair yard, marina, yacht club, sales agency, boat service station or similar facility;
- (c) with respect to animals owned by an insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal without the permission of the owner.

The insurance afforded applies separately to each insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one insured shall not operate to increase the limit of the Company's liability.

V. ENDORSEMENT PERIOD, TERRITORY—

This endorsement applies only to occurrences which occur on and after the effective date hereof, happening anywhere during the endorsement period.

fully complied with all the terms of this endorsement, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured, or by written agreement of the insured, the claimant and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative.

G. Other Insurance. If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder), the insurance hereunder shall be in excess of, and not contribute with, such other insurance.

H. Underlying Insurance. This endorsement shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence, the Company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.

I. Subrogation. The Company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor, and the insured shall do everything necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

J. Changes. Notice to or knowledge of any agent or other persons shall not effect a waiver or change any part of this endorsement nor estop the Company from asserting any right under it, nor shall the terms of this endorsement be waived or changed except by endorsement thereon.

K. Assignment. Assignment of interest under this endorsement shall not bind the Company until its consent is endorsed hereon. Bankruptcy or insolvency of the insured shall not relieve the Company of any of its obligations hereunder. If, however, the insured shall die or be adjudged bankrupt or insolvent within the endorsement period, this endorsement, unless canceled, shall cover the insured's legal representative for the unexpired portion of such endorsement.

L. Employers' Liability Common Law Defenses. As a condition to the recovery of any loss under this endorsement with respect to personal injury to any employee arising out of and in the course of employment by the insured, the insured warrants that he has not and will not

abrogate his common law defenses under any workmen's compensation law. In the event the insured should at any time during the endorsement period, abrogate such defenses, such insurance as is afforded with respect to such employee shall automatically terminate at the same time.

M. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying insurance described in Item 7 of the Declarations of this endorsement or renewals or replacements thereof not more restricted, shall be maintained in force as collectible insurance during the currency of this endorsement. In the event of failure by the insured so to maintain such policies or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this endorsement shall apply in the same manner it would have applied had such policies been so maintained in force.

N. Cancellation. This endorsement may be canceled by the individual named insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This endorsement may be canceled by the Company by mailing to the individual named insured at the address shown in this endorsement written notice stating when, not less than either: (1) thirty (30) days, or (2) if an entry is made, the number of days stated in Item 7 of the Declarations of this endorsement thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the individual named insured or by the Company shall be equivalent to mailing. If the individual named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the individual named insured.

O. Liberalization. If during the period that insurance is in force under this policy, or within 45 days prior to the inception date hereof, on behalf of the Company there be filed with and approved or accepted by the insurance supervisory authorities of the jurisdiction in which the named insured maintains his principal residence, in conformity with law, any forms, endorsements, rules or regulations by which the insurance provided under this policy could be extended or broadened, without additional premium charge, by endorsement or substitution of forms, then such extended or broadened insurance shall inure to the benefit of the insured as though such endorsement or substitution of form has been made.

EXCLUSIONS

This endorsement shall not apply, with respect to Coverage 1A:

- (a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law;
- (b) to property damage to (1) property owned by the insured, or (2) aircraft rented to, used by or in the care, custody or control of the insured;
- (c) to liability for property damage to property, other than aircraft, rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;
- (d) to personal injury or property damage with respect to which the insured under this endorsement is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- (e) to any act committed by or at the direction of the insured with intent to cause personal injury or property damage, BUT THIS EXCLUSION DOES NOT APPLY to personal injury or property damage resulting from an act committed for the purpose of preventing or eliminating danger in the operation of automobiles, watercraft or aircraft or for the purpose of protecting persons or property;
- (f) to liability arising out of the ownership, use, loading or unloading of any aircraft;
- (g) to the ownership, maintenance or use, including loading or unloading, of any watercraft owned by an insured, while away from premises owned by, rented to or controlled by an insured, if twenty-six (26) feet or more in overall length, unless: (1) insurance therefor is provided by underlying insurance described in Item 7 of this endorsement, (2) notice is given the Company within thirty (30) days following date of acquisition of such watercraft and additional premium charged;
- (h) except to the extent that insurance is provided therefor by underlying insurance described in Item 7 of this endorsement, to business pursuits or business property (other than farms) of an insured, to any claim for loss or expense, BUT THIS EXCLUSION SHALL NOT APPLY with respect to the ownership, maintenance or use, including loading or unloading, of any automobile or watercraft;
- (i) to the rendering of any professional service or the omission thereof by an insured;
- (j) except with respect to occurrence taking place in the United States of America, its territories or possessions, or Canada, to liability assumed by the insured under any contract or agreement for personal injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing;
- (k) to the ownership, maintenance or use of any recreational motor vehicle, as defined herein, except insofar as coverage is available to the insured in the underlying insurance described in Item 7 of the Declarations of this endorsement.
- (l) to the ownership, maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing, except insofar as coverage is available to the insured in the underlying insurance described in Item 7 of the Declarations of this endorsement as respects watercraft.

This policy does not apply, with respect to Coverage 1B:

- (m) to loss occurring at any time during which the insured is not afforded underlying Uninsured Motorists insurance by reason of the insured's voluntary rejection thereof.

CONDITIONS

A. Other Definitions. (a) "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorney's fees, court costs and interest on any judgment or award) and all salaries of employees and office expense of the insured, the Company or any underlying insurer so incurred.

(b) "Personal injury" means:

- (1) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury;
- (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, or humiliation;
- (3) libel, slander, defamation of character, or invasion of right of privacy; and
- (4) assault and battery not committed by or at the direction of the insured, unless committed for the purposes of preventing or eliminating danger in the operation of automobiles or watercraft or for the purpose of protecting persons or property;

including death resulting therefrom, sustained by any person.

- (c) "Property damage" means injury to or destruction of tangible property, including the loss of use thereof.
- (d) "Automobile" means a land motor vehicle, trailer or semi-trailer, including farm tractors, trailers and implements.
- (e) "Business" includes trade, profession or occupation.
- (f) "Relative" means a relative of the individual named insured who is resident of the same household.
- (g) "Non-owned automobile" means an automobile not owned by or furnished for the regular use of either the individual named insured or any relative, other than a temporary substitute automobile, i.e., one not owned by the individual named insured, while temporarily used as a substitute for an automobile owned by the individual named insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
- (h) Recreational Motor Vehicle means (1) a golf cart, snowmobile, mini-bike, motor scooter, dune buggy, or all-terrain vehicle or (2) if

not subject to Motor Vehicle Registration, any other land motor vehicle designed for recreational use off public roads.

B. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time. The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun in such a case, the insured shall forward to the Company each paper therein, or a copy thereof, received by the insured or the insured's representatives together with copies of reports of investigations with respect to such claim proceedings.

C. Assistance and Cooperation. Except as provided in Insuring Agreement II (Defense-Settlement) or Condition H (Underlying Insurance), the Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the Company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the insured and the Company shall cooperate fully.

D. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Item 3(A) of the Declarations of this endorsement for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

E. Loss Payable. Liability of the Company shall not attach until the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant and the Company.

F. Action Against the Company. No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have



Sayre & Toso, Inc.

LAVEN INSURANCE, INC.*Insurance Counselors*

13543 South Hawthorne Boulevard
HAWTHORNE, CALIFORNIA 90250
Phone 973-2000 • 772-4242

INVOICE

IT PAYS TO BE



FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Street
No. Hollywood, CA. 91605

88569

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	DATE	EXPIRATION DATE
1/3/79 to 3/1/79	M-845398	EXCESS LIABILITY POLICY (Commercial)	1/31/79	3/1/79
			SAYRE & TOSO, INC. Mission Insurance Co.	
			AMOUNT	PREMIUM
			Policy Fee	\$737.00 50.00 \$787.00
RENEWAL OF			2/4/79 Ch 21478	

LAVEN INSURANCE, INC.*Insurance Counselors*

13543 South Hawthorne Boulevard
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			SAYRE & TOSO, INC. Mission Insurance Co.	
			AMOUNT	PREMIUM
			Policy Fee	\$737.00 50.00 \$787.00
RENEWAL OF			2/4/79 Ch 21478	

STANDARD PROVISIONS ENDORSEMENT

Endorsement # 4

Effective Date: JANUARY 3, 1979

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- | | | |
|--|--|--|
| <input type="checkbox"/> 1. RATE | <input type="checkbox"/> 8. INCEPTION DATE | <input type="checkbox"/> 15. THE FOLLOWING IS NAMED AS AN ADDITIONAL ASSURED |
| <input checked="" type="checkbox"/> 2. PREMIUM | <input type="checkbox"/> 9. EXPIRATION DATE | <input type="checkbox"/> 16. ENDORSEMENT |
| <input type="checkbox"/> 3. DEPOSIT PREMIUM | <input type="checkbox"/> 10. NAME OF ASSURED | <input type="checkbox"/> 17. SECURITY |
| <input type="checkbox"/> 4. INSTALLMENT | <input type="checkbox"/> 11. ADDRESS OF LOCATION OF PROPERTY | <input type="checkbox"/> 18. OTHER |
| <input type="checkbox"/> 5. AUDIT-PREMIUM ADJUSTMENT | <input type="checkbox"/> 12. ADDRESS OF ASSURED | |
| <input type="checkbox"/> 6. AMOUNT OF COVERAGE | <input type="checkbox"/> 13. DESCRIPTION OF PROPERTY COVERED | |
| <input type="checkbox"/> 7. TERM OF COVERAGE | <input type="checkbox"/> 14. COVERAGE | |

☒ IS CORRECTED OR ~~QUADROCK~~ TO READ AS FOLLOWS

☐ IS AMENDED TO READ AS FOLLOWS

☐ IS CHARGED FOR THE PERIOD

☐ ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED

☐ ONLY AS RESPECTS THE PREMISES LOCATED AT

PREMIUM: \$737.00

POLICY FEE: 50.00

\$787.00

Premium \$

State Tax % \$

Federal Tax % \$

Stamping Fee % \$

_____\$
_____\$

All other terms and conditions remain unchanged.

This endorsement is attached to and made part of M845398 OF THE MISSION INSURANCE CO.

ISSUED TO FLEETWOOD MACHINES PRODUCTS, INC., ET AL

DATED AT LOS ANGELES, CALIFORNIA

JANUARY 24, 19 79

By Robert Barber

W. BARNES

S&T 919 (Rev. 2/75)

Mission Insurance Company

LOS ANGELES, CALIFORNIA

SAYRE & TOSO, Inc.*Underwriting Managers*

In favor of: FLEETWOOD MACHINES PRODUCTS, INC., ETAL (SEE ENDORSEMENT #1).

Address: 11447 VANOWEN STREET
NORTH HOLLYWOOD, CA. 91605

Type of Coverage: EXCESS GENERAL & AUTO LIABILITY EXCLUDING PRODUCTS

In the amount of: \$5,000,000. EXCESS OF UNDERLYING

Term: Beginning at 12:01am on the 3rd day of JANUARY 19 79
and ending at 12:01am on the 1st day of MARCH 19 79
Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this page.Forms: At time of issuance this Policy contains a 3 page insuring Form and Endorsements 1 through 3 inclusive. Standard Clause 2 shall not apply.

Mission Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium: Due: At Inception 1st Anniversary 2nd Anniversary

PREMIUM	\$ 1229.	\$	\$
Service Fee			
Policy Fee	50.		
	See Endorsement		
TOTAL	\$ 1279.		

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by SAYRE & TOSO, INC.

Wanell

SECRETARY

Dated at LOS ANGELES, CALIFORNIA

this 9th day of JANUARY, 19 79

ORIGINAL POLICY

Eldredge

PRESIDENT

SAYRE & TOSO, INC.

By *Robert Barber*

ENDORSEMENT NO. 3

EFFECTIVE: JANUARY 3, 1979

CANCELLATION FOR NON-PAYMENT OF PREMIUM

IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANY, OR BY SAYRE & TOSO, INC., IN THEIR BEHALF, FOR NON-PAYMENT OF ANY UNPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE INSURED BY MAIL, REGISTERED OR UNREGISTERED, AT THE INSURED'S ADDRESS AS SHOWN HEREIN, NOT LESS THAN TEN DAYS' WRITTEN NOTICE STATING WHEN THE CANCELLATION SHALL BE EFFECTIVE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. M 845398 OF THE MISSION
INSURANCE CO.

ISSUED TO: FLEETWOOD MACHINES PRODUCTS, INC. ETAL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: JANUARY 9, 1979
/jw

SAYRE & TOSO, INC.

BY: Robert Barber

ENDORSEMENT NO. 2

EFFECTIVE: JANUARY 3, 1979

IRB-G 335

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY/CERTIFICATE NO.

M 845398 OF THE MISSION INSURANCE CO.

ISSUED TO: FLEETWOOD MACHINES PRODUCTS, INC., ETAL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: JANUARY 9, 1979

/jw

SAYRE & TOSO, INC.

BY:

Robert Barber

ENDORSEMENT # 1

EFFECTIVE: JANUARY 3, 1979

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED SHALL READ AS
FOLLOWS:

FLEETWOOD MACHINE PRODUCTS, INC., FLEETWOOD ENGINEERING
COMPANY, & FLEETWOOD MACHINE PRODUCTS, INC., DBA: AERO
MANUFACTURERS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY #M 845398 OF THE
MISSION INSURANCE CO.

ISSUED TO: FLEETWOOD MACHINES PRODUCTS, INC., ETAL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: JANUARY 9, 1979

/jw

SAYRE & TOSO, INC.

S&T 2000 (30M 11/74)

BY:

Robert Barber

SCHEDULE

Item

1. Policy or Certificate No. M 845398/
2. Title of Assured FLEETWOOD MACHINES PRODUCTS, INC., ETAL (SEE ENDORSEMENT #1)
3. Address of Assured 11447 VANOWEN STREET, NORTH HOLLYWOOD, CA. 91605
4. Hazards Covered EXCESS GENERAL & AUTO LIABILITY EXCLUDING PRODUCTS
5. Period of Insurance From JANUARY 3, 1979 to MARCH 1, 1979
 both days at Standard Time at the above address and for such further period or periods as may be mutually agreed upon.
6. Premium
 - (a) Provisional or Deposit Premium \$ 1229.
 - (b) Minimum Premium \$ 1229.
 - (c) Basis of Adjustment FLAT CHARGE
7. (a) Primary Insurer(s) (Names) FIREMAN'S FUND
 (b) Underlying Excess Insurer(s) (Names)
8. Limits of Liability (Ultimate Net Loss) (to be set forth in words as well as figures)

		Each Occurrence	Aggregate
(a) Primary and Underlying Excess Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	Not applicable \$500,000. FIVE HUNDRED THOUSAND COMBINED SINGLE LIMIT	Not applicable \$500,000. FIVE HUNDRED THOUSAND COMBINED SINGLE LIMIT
(b) Total Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	Not applicable	Not applicable
(c) Excess Limit(s)	Bodily Injury and Property Damage Combined	Not applicable \$5,000,000. FIVE MILLION EXCESS OF UNDERLYING	Not applicable \$5,000,000. FIVE MILLION EXCESS OF UNDERLYING

9. <u>Identification details and limits carried under 7(a) and 7(b) above</u>	7(a)	<u>Policy Numbers</u> MXP 2894355	<u>Limits</u> \$500,000. CSL
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10. Notification of Claims to:— 7(b)
 SAYRE & TOSO

U.S.A. AND CANADA

Form approved by Lloyd's
Underwriters
Non - Marine Association

EXCESS PUBLIC LIABILITY &/OR PROPERTY DAMAGE

(Direct Insurance)

T.P.I(B) 1973

Whereas the Assured named in the Schedule herein has paid the premium stated in the Schedule and has agreed to make such further payments of premium as may be prescribed herein,

This Insurance to the extent and in the manner hereinafter provided, is to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay, or by final judgment be adjudged to pay, as damages because of

- (a) bodily injury, sickness or disease sustained by any person which occurs during the period of insurance mentioned in the Schedule, including death at any time resulting therefrom (hereinafter referred to as "Bodily Injury") or
- (b) (i) physical injury to or destruction of tangible property which occurs during the period of insurance mentioned in the Schedule, including the loss of use thereof at any time resulting therefrom, or
- (ii) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period of insurance mentioned in the Schedule (hereinafter referred to as "Property Damage")

caused by an occurrence and arising out of such hazards as are set forth in Item 4 of the Schedule and which are also covered by and defined in the policy/ies specified in the Schedule and issued by the "Primary Insurers" stated therein,

Provided always that:—

- (a) Liability attaches to the Underwriters only in respect of such hazards as are set forth in Item 4 of the Schedule and only for such coverages and limits against which an amount is inserted in Item 8 (b) or 8 (c) of the Schedule and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in the Schedule in Item 8 (a) and designated the "Primary and Underlying Excess Limit(s)" and then
 - (i) the limits of the Underwriters' liability will be such amount of ultimate net loss as will provide the Assured with total limits under the policy/ies of the Primary and Underlying Excess Insurers and this Policy combined as set forth in Item 8 (b) of the Schedule under the designation "Total Limit(s)" or
 - (ii) if it is not practicable to set forth in Item 8 (b) of the Schedule the Total Limit(s) of liability under this Policy and all underlying policies combined then the limits of the Underwriters' liability shall be those set forth in Item 8 (c) under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 8 (a) of the Schedule up to the full amount of such Excess Limit(s).
- (b) Liability for Bodily Injury is subject to the limit "Each Occurrence" as stated in the Schedule.
- (c) Liability for Property Damage is subject to the limit "Each Occurrence" as stated in the Schedule, but as regards any hazard insured with an aggregate limit under the policy/ies of the Primary Insurers liability shall not exceed in any one policy year in respect of each such hazard the limit of liability stated as "Aggregate" in the Schedule.
- (d) For the purpose of determining the limit of the Underwriters' liability, all Bodily Injury and Property Damage arising out of either
 - (i) an accident or series of accidents arising out of one event or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,shall be considered as arising out of one occurrence.
- (e) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Insurance, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 8 (Limits of Liability) of the Schedule.

EXCLUSIONS

1. THIS INSURANCE DOES NOT COVER
 - (a) liability for Bodily Injury to any employee of the Assured arising out of and in the course of his employment by the Assured; but this Exclusion does not apply to such liability assumed by the Assured under an incidental contract as is covered by the policy/ies of the Primary Insurers;
 - (b) any obligation for which the Assured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law.
2. THIS INSURANCE DOES NOT COVER liability for Property Damage to
 - (a) property owned or occupied by or rented to the Assured,
 - (b) property used by the Assured, or
 - (c) property in the care, custody or control of the Assured or as to which the Assured is for any purpose exercising physical control;but parts (b) and (c) of this Exclusion do not apply with respect to liability under sidetrack agreements covered by the policy/ies of the Primary Insurers and part (c) of this Exclusion does not apply with respect to Property Damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named Assured covered by the policy/ies of the Primary Insurers.
3. THIS INSURANCE DOES NOT COVER any Products Hazard or any Completed Operations Hazard as defined in or covered by the policy/ies of the Primary Insurers. If there is no definition or exclusion of Products Hazard or Completed Operations Hazard in the policy/ies of the Primary Insurers, then this Policy shall not cover the liability of any Assured for:—
 - (a) Products Hazard being defined as Bodily Injury or Property Damage arising out of goods or products manufactured, sold, handled or distributed by any Assured or by others trading under his name or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs away from the premises owned, rented, occupied or controlled by any Assured and after physical possession of such products has been relinquished to others;
 - (b) Completed Operations Hazard being defined as Bodily Injury or Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from the premises owned, rented, occupied or controlled by any Assured, except operations in connection with the transportation of property or the existence of tools, uninstalled equipment or abandoned or unused materials.
 - Operations shall be deemed to be completed at the earliest of the following times:—
 - (1) when all operations to be performed by or on behalf of any Assured under the contract have been completed,
 - (2) when all operations to be performed by or on behalf of any Assured at the site of the operations have been completed, or
 - (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
4. This Insurance is also subject to all the exclusions contained in the policy/ies of the Primary Insurers.

DEFINITIONS

- (a) OCCURRENCE. The word "occurrence" means an accident, including continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Assured.
- (b) ULTIMATE NET LOSS. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall exclude all expenses and Costs.
- (c) COSTS. The word "Costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Assured, all expenses for salaried employees of the Assured and general retainer fees for counsel normally paid by the Assured).
- (d) POLICY YEAR. The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Schedule.

CONDITIONS

1. **INCURRING OF COSTS.** In the event of claim or claims arising which appear likely to exceed the Primary and Underlying Excess Limit(s), no Costs shall be incurred by the Assured without the written consent of the Underwriters.

2. **APPORTIONMENT OF COSTS.** Cost incurred by or on behalf of the Assured with the written consent of the Underwriters, and for which the Assured is not covered by the Primary and Underlying Excess Insurers, shall be apportioned as follows:—

- (a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary and Underlying Excess Limit(s), then no Costs shall be payable by the Underwriters.
- (b) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Primary and Underlying Excess Limit(s), then the Underwriters, if they consent to the proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
- (c) In the event that the Assured elects not to appeal a judgment in excess of the Primary and Underlying Excess Limit(s) the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit(s) of liability as provided for herein, plus the expenses of such appeal.

3. **APPLICATION OF RECOVERIES.** All recoveries or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not payable until the Assured's ultimate net loss has been finally ascertained.

4. **ATTACHMENT OF LIABILITY.** Liability to pay under this Insurance shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay an amount which exceeds such Primary and Underlying Excess Limit(s) and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of the Primary and Underlying Excess Limit(s).

5. **MAINTENANCE OF PRIMARY INSURANCE.** It is a condition of this Insurance that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Insurance except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the policy year.

In respect of the hazards set forth in Item 4 of the Schedule this Insurance is subject to the same warranties, terms, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an occurrence for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Insurance, then the premium hereon shall be adjusted accordingly.

6. **PREMIUM COMPUTATION AND ADJUSTMENT.** The premium for this Insurance shall be computed on the basis set forth herein and the Assured agrees to pay and the Underwriters agree to return such additional or return premium as it becomes due.

7. **CANCELLATION.** This Insurance may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided 30 days' notice in writing be given.

If this Insurance shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Insurance has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Insurance shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period that this Insurance has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

8. **NOTIFICATION OF CLAIMS.** The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Schedule.

9. **FRAUDULENT CLAIMS.** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited.

DIRECTIONS

AS TO INSURANCE PROCURED THROUGH

SAYRE & TOSO, INC.

IN CASE OF LOSS,
NOTIFY IMMEDIATELY
YOUR AGENT OR BROKER
OR OUR NEAREST OFFICE.

ALSO REFER TO
NOTIFICATION OF LOSS
PROVISIONS IN POLICY WORDING.

If loss adjustment required in cities or countries outside
of U.S.A., communicate immediately with Toplis & Hard-
ing, Inc., and notify Police Department at place of loss.

The Assured is requested to read this Certificate, and,
if incorrect, return it immediately for alteration.

SAYRE & TOSO, INC.



Sayre & Toso, Inc.

INVOICE

LAVEN INSURANCE, INC.*Insurance Counselors*

13543 South Hawthorne Boulevard
 HAWTHORNE, CALIFORNIA 90250
 Phone 973-2000 • 772-4242

IT PAYS TO BE



88868

• FLEETWOOD MACHINE PRODUCTS, INC.
 11447 Vanowen Street
 No. Hollywood, CA. 91605

DATE	EXPIRATION DATE
3/6/79	3/1/80
SAYRE & TOSO, INC. Mission Insurance Co.	
AMOUNT	PREMIUM
Policy Fee	\$4,725.00
Total:	50.00
	\$4,775.00

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	5/cj
3/1/79	M-849742	EXCESS LIABILITY POLICY (Commercial)	
RENEWAL OF	M-845398		

*paid
\$216.00
3/14/79*

INVOICE

LAVEN INSURANCE, INC.*Insurance Counselors*

13543 South Hawthorne Boulevard
 HAWTHORNE, CALIFORNIA 90250
 Phone 973-2000 • 772-4242

IT PAYS TO BE



88868

• FLEETWOOD MACHINE PRODUCTS, INC.
 11447 Vanowen Street
 No. Hollywood, CA. 91605

DATE	EXPIRATION DATE
3/6/79	3/1/80
SAYRE & TOSO, INC. Mission Insurance Co.	
AMOUNT	PREMIUM
Policy Fee	\$4,725.00
Total:	50.00
	\$4,775.00

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	5/cj
3/1/79	M-849742	EXCESS LIABILITY POLICY (Commercial)	
RENEWAL OF	M-845398		

PLEASE RETURN THIS COPY
 WITH YOUR REMITTANCE
 PREMIUM REMINDER



No. 24350

Sayre & Toso, Inc.

INSURANCE BINDER

THIS IS TO CERTIFY that the undersigned has procured temporary insurance with the Insurer or Insurers stated below and limited to the form and time specified therein.

Schedule of Insurers:

100 % with MISSION INSURANCE COMPANY

% with

Assured and Address: FLEETWOOD MACHINES PRODUCTS, INC., ETAL
11447 VANOWEN STREET
NORTH HOLLYWOOD, CA 91605

Amount or Limits: \$5,000,000 EXCESS UNDERLYING

Classification of Insurance: EXCESS GENERAL & AUTO LIABILITY EXCLUDING PRODUCTS

Specific Limitations: ASSIGNED POLICY #M849742-RENEWAL OF M845398

POLICY PERIOD 3-1-79 TO 3-1-80

PROVISIONAL ANNUAL PREMIUM \$4725 PLUS \$50 POLICY FEE

Remarks: SUBJECT TO CHANGE UPON RECEIPT OF UNDERLYING PREMIUMS,
CANCELLATION FOR NON-PAYMENT OF PREMIUM, POLLUTION OR
CONTAMINATION EXCL.

Period: Beginning 3-1-79 and ending 4-1-79, both days at 12:01 AM
standard time at place of location of risks insured.

~~FULLY EARNED MINIMUM~~
Premium Charged for Period of Binder: \$948

The above insurance is subject to the conditions and terms of the policies and forms now in use by the Insurers. This Binder may be cancelled at any time by the Insured by mailing to Sayre & Toso, Inc. written notice stating when thereafter such cancellation shall become effective. This Binder may be cancelled by Sayre & Toso, Inc. on behalf of the Insurer or Insurers by mailing to the Insured at the address shown in the declarations written notice stating when, not less than five (5) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The undersigned is not the Insurer, however, the insurance has been produced by Sayre & Toso, Inc.

Dated at: LOS ANGELES, CALIFORNIA This 1ST Day of MARCH 1979

Producer: LAVEN INSURANCE INC.
13543 SO. HAWTHORNE BLVD. SUITE 200
HAWTHORNE, CA 90250
ATTN: CLARA

SAYRE & TOSO, INC.

By Robert Barber
Per Sheila Whitehouse

FLAT CANCELLATIONS
ARE NOT ALLOWED
UNDER ANY CIRCUMSTANCES

No. 24350

A black and white photograph showing the corner of a building. A sign on the upper part of the facade reads "HOTEL". The building has a modern, somewhat angular design with large windows and a flat roofline. The lighting is dramatic, with strong shadows.

TO: FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Street
No. Hollywood, CA. 91605
ATTENTION: Bobbie

DATE: March 23, 1979

FROM: Carter Gage

POLICY NO.: Mission #M-849742

EFFECTIVE: 3/1/79 to 3/1/80

CG/cj
enclosure

Mission Insurance Company

LOS ANGELES, CALIFORNIA

SAYRE & TOSO, Inc.

Underwriting Managers

In favor of: FLEETWOOD MACHINE PRODUCTS, INC., ET AL (SEE ENDORSEMENT #1)

Address: 11447 VAN OWEN STREET
N. HOLLYWOOD, CA. 91605

Type of Coverage: EXCESS GENERAL & AUTO LIABILITY EXCLUDING PRODUCTS

In the amount of: \$5,000,000 EXCESS UNDERLYING

Term: Beginning at 12:01AM on the 1ST day of MARCH 19 79
and ending at 12:01AM on the 1ST day of MARCH 19 80

Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this page.

Forms: At time of issuance this Policy contains a 3 page insuring Form and Endorsements 1 through 4 inclusive. Standard Clause 2 shall not apply.

Mission Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium: Due: At Inception 1st Anniversary 2nd Anniversary

PROVISIONAL PREMIUM	\$ 4725	\$	\$
Service Fee Policy Fee	50.		
TOTAL	\$ 4775.		

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by SAYRE & TOSO, INC.

Wanell

SECRETARY

Dated at LOS ANGELES, CALIFORNIA
this 8TH day of MARCH, 19 79.

SAYRE & TOSO, INC.

El Delia

PRESIDENT

By *Robert Barber*

ORIGINAL POLICY

STANDARD CLAUSES

1. **NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)** The insurance afforded under any liability coverage of this Policy does not apply:
 - I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
 - IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
2. **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—PHYSICAL DAMAGE—DIRECT** This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE — If Fire is not an insured peril under this Policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.
3. It is expressly understood and agreed by the Assured by accepting this instrument that Sayre & Toso, Inc. is not the Assurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Assurer. The Assurer hereunder is the company shown in the declarations.
4. This Policy shall not be assigned either in whole or part, without the written consent of Sayre & Toso, Inc. endorsed hereon.
5. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clauses 1 and 2) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clauses 1 and 2 may not be amended.
6. This Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to Sayre & Toso, Inc. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by Underwriters, or by Sayre & Toso, Inc., in their behalf by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective and in such case the company shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Assured.
7. **MISREPRESENTATION AND FRAUD.** This policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Assured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.
8. **COOPERATION BY ASSURED.** The Assured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.
9. **TERMS USED IN ENDORSEMENTS.** Wherever the word "Underwriters" appears in any endorsement attached to this Policy, the Company shown in the declarations shall be deemed substituted therefor.
10. **SMALL AMOUNTS.** It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed \$2.00.
11. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
12. **DECLARATIONS.** By accepting this Policy the Assured agrees that the statements in all declarations and warranties made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Assured and the Company or any of its agents relating to this insurance.

ENDORSEMENT # 4

EFFECTIVE: MARCH 1, 1979

PROVISIONAL DEPOSIT ENDORSEMENT

IT IS AGREED THAT THE PREMIUM DISPLAYED ON THE DECLARATIONS IS A PROVISIONAL DEPOSIT. THE PREMIUM FOR THE POLICY PERIOD WILL BE COMPUTED UPON THE RECEIPT OF THE PRIMARY PREMIUM.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF M849742 OF THE MISSION
INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 8, 1979

SAYRE & TOSO, INC.

BY: *Robert Barber*

ENDORSEMENT NO.3

EFFECTIVE: MARCH 1, 1979

IRB-G 335

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY/CERTIFICATE NO. M849742 OF THE MISSION INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 8, 1979

SAYRE & TOSO, INC.

BY: Robert Barber

ENDORSEMENT NO. 2

EFFECTIVE: MARCH 1, 1979

CANCELLATION FOR NON-PAYMENT OF PREMIUM

IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANY, OR BY SAYRE & TOSO, INC., IN THEIR BEHALF, FOR NON-PAYMENT OF ANY UNPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE INSURED BY MAIL, REGISTERED OR UNREGISTERED, AT THE INSURED'S ADDRESS AS SHOWN HEREIN, NOT LESS THAN TEN DAYS' WRITTEN NOTICE STATING WHEN THE CANCELLATION SHALL BE EFFECTIVE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. M849742 OF THE MISSION INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 8, 1979

SAYRE & TOSO, INC.

BY: Robert Barber

ENDORSEMENT # 1

EFFECTIVE: MARCH 1, 1979

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED SHALL READ AS FOLLOWS:

FLEETWOOD MACHINE PRODUCTS, INC., FLEETWOOD ENGINEERING COMPANY & FLEETWOOD MACHINE PRODUCTS, INC. DBA: AERO MANUFACTURING

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF M849742 OF THE MISSION
INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 8, 1979

SAYRE & TOSO, INC.

BY: *Robert Barber*

SCHEDULE

Item

1. Policy or Certificate No. **M849742 /**
2. Title of Assured **FLEETWOOD MACHINE PRODUCTS, INC., ET AL (SEE ENDORSEMENT #1)**
3. Address of Assured **11447 VAN OWEN STREET
NORTH HOLLYWOOD, CA. 91605**
4. Hazards Covered **EXCESS GENERAL & AUTO LIABILITY EXCLUDING PRODUCTS**
5. Period of Insurance From **MARCH 1, 1979,** to **MARCH 1, 1980**
both days at **Standard Time at the above address and for such further period or periods as may be mutually agreed upon.**
6. Premium
 - (a) Provisional or Deposit Premium \$ **4725**
 - (b) Minimum Premium \$ **4725**
 - (c) Basis of Adjustment **FLAT CHARGE**
7. (a) Primary Insurer(s) (Names) **FIREMAN'S FUND**
(b) Underlying Excess Insurer(s) (Names)
8. Limits of Liability (Ultimate Net Loss) (to be set forth in words as well as figures)

		Each Occurrence	Aggregate
(a) Primary and Underlying Excess Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	EXCESS \$500,000 FIVE HUNDRED THOUSAND COMBINED SINGLE LIMIT	EXCESS \$500,000 FIVE HUNDRED THOUSAND COMBINED SINGLE LIMIT
(b) Total Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	Not applicable	Not applicable
(c) Excess Limit(s)	Bodily Injury and Property Damage Combined	EXCESS \$5,000,000 FIVE MILLION EXCESS UNDERLYING	EXCESS \$5,000,000 FIVE MILLION EXCESS UNDERLYING

9. Identification details and limits carried under 7(a) and 7(b) above

<u>Policy Numbers</u>	<u>Limits</u>
7(a) TO FOLLOW	\$500,000 CSL

10. Notification of Claims to:— ^{7(b)} **SAYRE & TOSO, INC.**

U.S.A. AND CANADA

Form approved by Lloyd's
Underwriters
Non - Marine Association

EXCESS PUBLIC LIABILITY &/OR PROPERTY DAMAGE

(Direct Insurance)

T.P.I(B) 1973

Whereas the Assured named in the Schedule herein has paid the premium stated in the Schedule and has agreed to make such further payments of premium as may be prescribed herein,

This Insurance to the extent and in the manner hereinafter provided, is to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay, or by final judgment be adjudged to pay, as damages because of

- (a) bodily injury, sickness or disease sustained by any person which occurs during the period of insurance mentioned in the Schedule, including death at any time resulting therefrom (hereinafter referred to as "Bodily Injury") or
- (b) (i) physical injury to or destruction of tangible property which occurs during the period of insurance mentioned in the Schedule, including the loss of use thereof at any time resulting therefrom, or
(ii) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period of insurance mentioned in the Schedule
(hereinafter referred to as "Property Damage")

caused by an occurrence and arising out of such hazards as are set forth in Item 4 of the Schedule and which are also covered by and defined in the policy/ies specified in the Schedule and issued by the "Primary Insurers" stated therein,

Provided always that:—

- (a) Liability attaches to the Underwriters only in respect of such hazards as are set forth in Item 4 of the Schedule and only for such coverages and limits against which an amount is inserted in Item 8 (b) or 8 (c) of the Schedule and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in the Schedule in Item 8 (a) and designated the "Primary and Underlying Excess Limit(s)" and then
 - (i) the limits of the Underwriters' liability will be such amount of ultimate net loss as will provide the Assured with total limits under the policy/ies of the Primary and Underlying Excess Insurers and this Policy combined as set forth in Item 8 (b) of the Schedule under the designation "Total Limit(s)" or
 - (ii) if it is not practicable to set forth in Item 8 (b) of the Schedule the Total Limit(s) of liability under this Policy and all underlying policies combined then the limits of the Underwriters' liability shall be those set forth in Item 8 (c) under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 8 (a) of the Schedule up to the full amount of such Excess Limit(s).
- (b) Liability for Bodily Injury is subject to the limit "Each Occurrence" as stated in the Schedule.
- (c) Liability for Property Damage is subject to the limit "Each Occurrence" as stated in the Schedule, but as regards any hazard insured with an aggregate limit under the policy/ies of the Primary Insurers liability shall not exceed in any one policy year in respect of each such hazard the limit of liability stated as "Aggregate" in the Schedule.
- (d) For the purpose of determining the limit of the Underwriters' liability, all Bodily Injury and Property Damage arising out of either
 - (i) an accident or series of accidents arising out of one event or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,shall be considered as arising out of one occurrence.
- (e) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Insurance, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 8 (Limits of Liability) of the Schedule.

EXCLUSIONS

1. THIS INSURANCE DOES NOT COVER
 - (a) liability for Bodily Injury to any employee of the Assured arising out of and in the course of his employment by the Assured; but this Exclusion does not apply to such liability assumed by the Assured under an incidental contract as is covered by the policy/ies of the Primary Insurers;
 - (b) any obligation for which the Assured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law.
2. THIS INSURANCE DOES NOT COVER liability for Property Damage to
 - (a) property owned or occupied by or rented to the Assured,
 - (b) property used by the Assured, or
 - (c) property in the care, custody or control of the Assured or as to which the Assured is for any purpose exercising physical control; but parts (b) and (c) of this Exclusion do not apply with respect to liability under sidetrack agreements covered by the policy/ies of the Primary Insurers and part (c) of this Exclusion does not apply with respect to Property Damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named Assured covered by the policy/ies of the Primary Insurers.
3. THIS INSURANCE DOES NOT COVER any Products Hazard or any Completed Operations Hazard as defined in or covered by the policy/ies of the Primary Insurers. If there is no definition or exclusion of Products Hazard or Completed Operations Hazard in the policy/ies of the Primary Insurers, then this Policy shall not cover the liability of any Assured for:—
 - (a) Products Hazard being defined as Bodily Injury or Property Damage arising out of goods or products manufactured, sold, handled or distributed by any Assured or by others trading under his name or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs away from the premises owned, rented, occupied or controlled by any Assured and after physical possession of such products has been relinquished to others;
 - (b) Completed Operations Hazard being defined as Bodily Injury or Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from the premises owned, rented, occupied or controlled by any Assured, except operations in connection with the transportation of property or the existence of tools, uninstalled equipment or abandoned or unused materials.

Operations shall be deemed to be completed at the earliest of the following times:—

 - (1) when all operations to be performed by or on behalf of any Assured under the contract have been completed,
 - (2) when all operations to be performed by or on behalf of any Assured at the site of the operations have been completed, or
 - (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.
4. This Insurance is also subject to all the exclusions contained in the policy/ies of the Primary Insurers.

DEFINITIONS

- (a) OCCURRENCE. The word "occurrence" means an accident, including continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Assured.
- (b) ULTIMATE NET LOSS. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall exclude all expenses and Costs.
- (c) COSTS. The word "Costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Assured, all expenses for salaried employees of the Assured and general retainer fees for counsel normally paid by the Assured).
- (d) POLICY YEAR. The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Schedule.

CONDITIONS

1. **INCURRING OF COSTS.** In the event of claim or claims arising which appear likely to exceed the Primary and Underlying Excess Limit(s), no Costs shall be incurred by the Assured without the written consent of the Underwriters.

2. **APPORTIONMENT OF COSTS.** Cost incurred by or on behalf of the Assured with the written consent of the Underwriters, and for which the Assured is not covered by the Primary and Underlying Excess Insurers, shall be apportioned as follows:—

- (a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary and Underlying Excess Limit(s), then no Costs shall be payable by the Underwriters.
- (b) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Primary and Underlying Excess Limit(s), then the Underwriters, if they consent to the proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
- (c) In the event that the Assured elects not to appeal a judgment in excess of the Primary and Underlying Excess Limit(s) the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit(s) of liability as provided for herein, plus the expenses of such appeal.

3. **APPLICATION OF RECOVERIES.** All recoveries or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not payable until the Assured's ultimate net loss has been finally ascertained.

4. **ATTACHMENT OF LIABILITY.** Liability to pay under this Insurance shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay an amount which exceeds such Primary and Underlying Excess Limit(s) and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of the Primary and Underlying Excess Limit(s).

5. **MAINTENANCE OF PRIMARY INSURANCE.** It is a condition of this Insurance that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Insurance except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the policy year.

In respect of the hazards set forth in Item 4 of the Schedule this Insurance is subject to the same warranties, terms, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an occurrence for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Insurance, then the premium hereon shall be adjusted accordingly.

6. **PREMIUM COMPUTATION AND ADJUSTMENT.** The premium for this Insurance shall be computed on the basis set forth herein and the Assured agrees to pay and the Underwriters agree to return such additional or return premium as it becomes due.

7. **CANCELLATION.** This Insurance may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided 30 days' notice in writing be given.

If this Insurance shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Insurance has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Insurance shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period that this Insurance has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

8. **NOTIFICATION OF CLAIMS.** The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Schedule.

9. **FRAUDULENT CLAIMS.** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited.

DIRECTIONS

IN CASE OF LOSS,
NOTIFY IMMEDIATELY
YOUR AGENT OR BROKER
OR OUR NEAREST OFFICE.
ALSO REFER TO
NOTIFICATION OF LOSS
PROVISIONS IN POLICY WORDING.

If loss adjustment required in cities or countries outside
of U.S.A., communicate immediately with Toplis & Hard-
ing, Inc., and notify Police Department at place of loss.

AS TO INSURANCE PROCURED THROUGH

SAYRE & TOSO, INC.

The Assured is requested to read this Certificate, and,
if incorrect, return it immediately for alteration.

SAYRE & TOSO, INC.

Mission Insurance Company

LOS ANGELES, CALIFORNIA

SAYRE & TOSO, Inc.*Underwriting Managers*

In favor of: FLEETWOOD MACHINE PRODUCTS, INC., ET AL (SEE ENDORSEMENT #1)

Address: 11447 VANOWEN STREET
NORTH HOLLYWOOD, CAL. 91605Type of Coverage: EXCESS COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY
INSURANCE EXCLUDING PRODUCTS LIABILITY INSURANCE

In the amount of: \$5,000,000 EXCESS UNDERLYING

Term: Beginning at 12:01AM on the 1ST day of MARCH 19 80
and ending at 12:01AM on the 1ST day of MARCH 19 81

Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this page.

Forms: At time of issuance this Policy contains a 3 page insuring Form and Endorsements 1 through 4 inclusive. Standard Clause 2 shall not apply.

Mission Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium: Due: At Inception 1st Anniversary 2nd Anniversary

PROVISIONAL PREMIUM	\$ 4500 FLAT	\$	\$
Service Fee Policy Fee	50		
TOTAL	\$ 4550.		

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by SAYRE & TOSO, INC.

Warrall

SECRETARY

Dated at LOS ANGELES, CALIFORNIA

this 27TH day of MARCH, 19 80

ORIGINAL POLICY

SAYRE & TOSO, INC.

PRESIDENT

By *Richard Dunham*

STANDARD CLAUSES

1. **NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)** The insurance afforded under any liability coverage of this Policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

2. **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—PHYSICAL DAMAGE—DIRECT** This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE — If Fire is not an insured peril under this Policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

3. It is expressly understood and agreed by the Assured by accepting this instrument that Sayre & Toso, Inc. is not the Assurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Assurer. The Assurer hereunder is the company shown in the declarations.

4. This Policy shall not be assigned either in whole or part, without the written consent of Sayre & Toso, Inc. endorsed hereon.

5. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clauses 1 and 2) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clauses 1 and 2 may not be amended.

6. This Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to Sayre & Toso, Inc. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by Underwriters, or by Sayre & Toso, Inc., in their behalf by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective and in such case the company shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Assured.

7. **MISREPRESENTATION AND FRAUD.** This policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Assured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

8. **COOPERATION BY ASSURED.** The Assured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

9. **TERMS USED IN ENDORSEMENTS.** Wherever the word "Underwriters" appears in any endorsement attached to this Policy, the Company shown in the declarations shall be deemed substituted therefor.

10. **SMALL AMOUNTS.** It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed \$2.00.

11. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

12. **DECLARATIONS.** By accepting this Policy the Assured agrees that the statements in all declarations and warranties made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Assured and the Company or any of its agents relating to this insurance.

SCHEDULE

Item

1. Policy or Certificate No. / M857611
2. Title of Assured FLEETWOOD MACHINE PRODUCTS, INC., ET AL
(SEE ENDORSEMENT #1)
3. Address of Assured 11447 VANOWEN ST.
NORTH HOLLYWOOD, CA. 91605
4. Hazards Covered EXCESS COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY
INSURANCE EXCLUDING PRODUCTS LIABILITY INSURANCE
5. Period of Insurance From MARCH 1, 1980 to MARCH 1, 1981
both days at 12:01AM Standard Time at the above address and for such further period or periods as may be mutually agreed upon.
6. Premium
 - (a) Provisional or Deposit Premium \$ 4500
 - (b) Minimum Premium \$ PROVISIONAL
 - (c) Basis of Adjustment TO BE DETERMINED
7. (a) Primary Insurer(s) (Names) FIREMAN'S FUND INS. CO.
(b) Underlying Excess Insurer(s) (Names)
8. Limits of Liability (Ultimate Net Loss) (to be set forth in words as well as figures)

		Each Occurrence	Aggregate
(a) Primary and Underlying Excess Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	XXXXXXXX \$500,000 FIVE HUNDRED THOUSAND DOLLARS	XXXXXXXX \$500,000 FIVE HUNDRED THOUSAND DOLLARS
(b) Total Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	Not applicable	Not applicable
(c) Excess Limit(s)	Bodily Injury and Property Damage Combined	XXXXXXXX \$5,000,000 FIVE MILLION DOLLARS	XXXXXXXX \$5,000,000 FIVE MILLION DOLLARS

9. Identification details and limits carried under 7(a) and 7(b) above 7(a) Policy Numbers TO FOLLOW Limits \$500,000 COMBINED SINGLE LIMIT

10. Notification of Claims to:— 7(b)
SAYRE & TOSO, INC.

U.S.A. AND CANADA

Form approved by Lloyd's
Underwriters'
Non - Marine Association

EXCESS PUBLIC LIABILITY &/OR PROPERTY DAMAGE

(Direct Insurance)

T.P.I(B) 1973

Whereas the Assured named in the Schedule herein has paid the premium stated in the Schedule and has agreed to make such further payments of premium as may be prescribed herein,

This Insurance to the extent and in the manner hereinafter provided, is to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay, or by final judgment be adjudged to pay, as damages because of

- (a) bodily injury, sickness or disease sustained by any person which occurs during the period of insurance mentioned in the Schedule, including death at any time resulting therefrom (hereinafter referred to as "Bodily Injury") or
- (b) (i) physical injury to or destruction of tangible property which occurs during the period of insurance mentioned in the Schedule, including the loss of use thereof at any time resulting therefrom, or
(ii) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period of insurance mentioned in the Schedule
(hereinafter referred to as "Property Damage")

caused by an occurrence and arising out of such hazards as are set forth in Item 4 of the Schedule and which are also covered by and defined in the policy/ies specified in the Schedule and issued by the "Primary Insurers" stated therein,

Provided always that:—

- (a) Liability attaches to the Underwriters only in respect of such hazards as are set forth in Item 4 of the Schedule and only for such coverages and limits against which an amount is inserted in Item 8 (b) or 8 (c) of the Schedule and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in the Schedule in Item 8 (a) and designated the "Primary and Underlying Excess Limit(s)" and then
 - (i) the limits of the Underwriters' liability will be such amount of ultimate net loss as will provide the Assured with total limits under the policy/ies of the Primary and Underlying Excess Insurers and this Policy combined as set forth in Item 8 (b) of the Schedule under the designation "Total Limit(s)" or
 - (ii) if it is not practicable to set forth in Item 8 (b) of the Schedule the Total Limit(s) of liability under this Policy and all underlying policies combined then the limits of the Underwriters' liability shall be those set forth in Item 8 (c) under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 8 (a) of the Schedule up to the full amount of such Excess Limit(s).
- (b) Liability for Bodily Injury is subject to the limit "Each Occurrence" as stated in the Schedule.
- (c) Liability for Property Damage is subject to the limit "Each Occurrence" as stated in the Schedule, but as regards any hazard insured with an aggregate limit under the policy/ies of the Primary Insurers liability shall not exceed in any one policy year in respect of each such hazard the limit of liability stated as "Aggregate" in the Schedule.
- (d) For the purpose of determining the limit of the Underwriters' liability, all Bodily Injury and Property Damage arising out of either
 - (i) an accident or series of accidents arising out of one event or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,shall be considered as arising out of one occurrence.
- (e) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Insurance, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 8 (Limits of Liability) of the Schedule.

EXCLUSIONS

1. THIS INSURANCE DOES NOT COVER
 - (a) liability for Bodily Injury to any employee of the Assured arising out of and in the course of his employment by the Assured; but this Exclusion does not apply to such liability assumed by the Assured under an incidental contract as is covered by the policy/ies of the Primary Insurers;
 - (b) any obligation for which the Assured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law.
2. THIS INSURANCE DOES NOT COVER liability for Property Damage to
 - (a) property owned or occupied by or rented to the Assured,
 - (b) property used by the Assured, or
 - (c) property in the care, custody or control of the Assured or as to which the Assured is for any purpose exercising physical control;but parts (b) and (c) of this Exclusion do not apply with respect to liability under sidetrack agreements covered by the policy/ies of the Primary Insurers and part (c) of this Exclusion does not apply with respect to Property Damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named Assured covered by the policy/ies of the Primary Insurers.
3. THIS INSURANCE DOES NOT COVER any Products Hazard or any Completed Operations Hazard as defined in or covered by the policy/ies of the Primary Insurers. If there is no definition or exclusion of Products Hazard or Completed Operations Hazard in the policy/ies of the Primary Insurers, then this Policy shall not cover the liability of any Assured for:—
 - (a) Products Hazard being defined as Bodily Injury or Property Damage arising out of goods or products manufactured, sold, handled or distributed by any Assured or by others trading under his name or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs away from the premises owned, rented, occupied or controlled by any Assured and after physical possession of such products has been relinquished to others;
 - (b) Completed Operations Hazard being defined as Bodily Injury or Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from the premises owned, rented, occupied or controlled by any Assured, except operations in connection with the transportation of property or the existence of tools, uninstalled equipment or abandoned or unused materials.

Operations shall be deemed to be completed at the earliest of the following times:—

 - (1) when all operations to be performed by or on behalf of any Assured under the contract have been completed,
 - (2) when all operations to be performed by or on behalf of any Assured at the site of the operations have been completed, or
 - (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.
4. This Insurance is also subject to all the exclusions contained in the policy/ies of the Primary Insurers.

DEFINITIONS

- (a) OCCURRENCE. The word "occurrence" means an accident, including continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Assured.
- (b) ULTIMATE NET LOSS. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall exclude all expenses and Costs.
- (c) COSTS. The word "Costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Assured, all expenses for salaried employees of the Assured and general retainer fees for counsel normally paid by the Assured).
- (d) POLICY YEAR. The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Schedule.

DIRECTIONS

IN CASE OF LOSS,
NOTIFY IMMEDIATELY
YOUR AGENT OR BROKER
OR OUR NEAREST OFFICE.
ALSO REFER TO
NOTIFICATION OF LOSS
PROVISIONS IN POLICY WORDING.

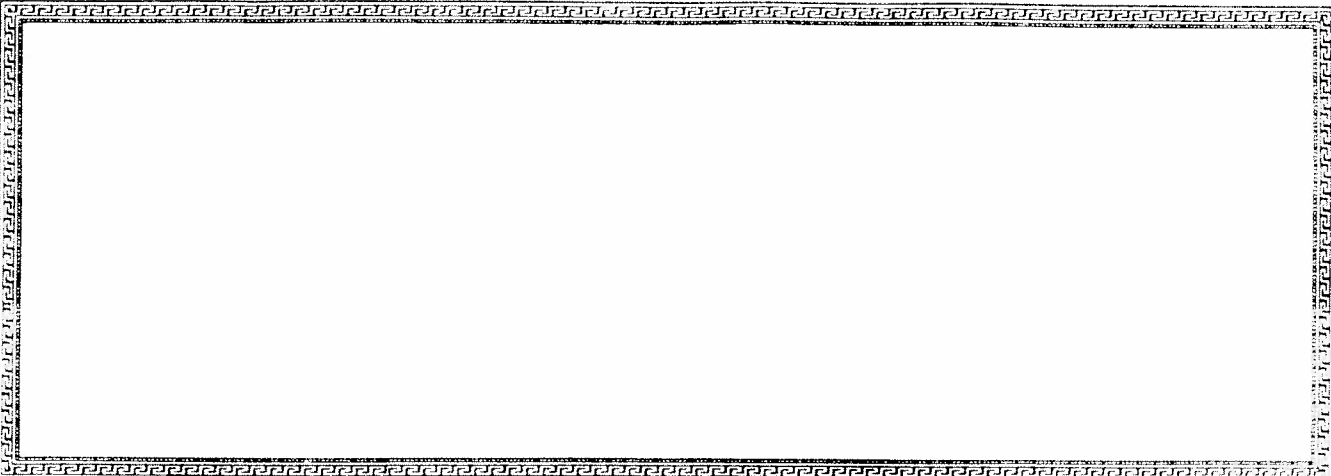
If loss adjustment required in cities or countries outside
of U.S.A., communicate immediately with Toplis & Hard-
ing, Inc., and notify Police Department at place of loss.

AS TO INSURANCE PROCURED THROUGH

SAYRE & TOSO, INC.

The Assured is requested to read this Certificate, and,
if incorrect, return it immediately for alteration.

SAYRE & TOSO, INC.



LAVEN INSURANCE, INC.
13543 So. Hawthorne Blvd.
Hawthorne, CA. 90250

Phone: 772-4242 (213)
973-2000 (213)

Sayre & Toso, Inc.

LAVEN INSURANCE, INC.

INVOICE

Insurance Counselors

13543 South Hawthorne Boulevard
HAWTHORNE, CALIFORNIA 90250
Phone 973-2000 • 772-4242

IT PAYS TO BE



92253

• FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Street
No. Hollywood, CA. 91605

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	5/cj	DATE	EXPIRATION DATE
3/1/80	M-857611	EXCESS LIABILITY POLICY (Commercial)		3/4/80	3/1/81
				SAYRE & TOSO, INC. Mission Insurance Co.	
				AMOUNT	PREMIUM
				Policy Fee:	\$4,500.00
					50.00
				Total:	\$4,550.00
RENEWAL OF	M-849742				

INVOICE

LAVEN INSURANCE, INC.*Insurance Counselors*

13543 South Hawthorne Boulevard
HAWTHORNE, CALIFORNIA 90250
Phone 973-2000 • 772-4242

IT PAYS TO BE



92253

• FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Street
No. Hollywood, CA. 91605

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	5/cj	DATE	EXPIRATION DATE
3/1/80	M-857611	EXCESS LIABILITY POLICY (Commercial)		3/4/80	3/1/81
				SAYRE & TOSO, INC. Mission Insurance Co.	
				AMOUNT	PREMIUM
				Policy Fee:	\$4,500.00
					50.00
				Total:	\$4,550.00
RENEWAL OF	M-849742				

PLEASE RETURN THIS COPY
WITH YOUR REMITTANCE
PREMIUM REMINDER



No. 32930

Sayre & Toso, Inc.

INSURANCE BINDER

THIS IS TO CERTIFY that the undersigned has procured temporary insurance with the Insurer or Insurers stated below and limited to the form and time specified therein.

Schedule of Insurers:

100 % with MISSION INSURANCE COMPANY

% with

Assured and Address: FLEETWOOD MACHINE PRODUCTS, INC., ETAL
11447 VAN OWEN STREET
NORTH HOLLYWOOD, CALIFORNIA 91605

**FLAT CANCELLATIONS ARE
NOT ALLOWED UNDER
ANY CIRCUMSTANCES.**

Amount or Limits: \$5,000,000 EXCESS UNDERLYING

Classification of Insurance: EXCESS COMPREHENSIVE GENERAL LIABILITY & AUTOMOBILE LIABILITY
INSURANCE EXCLUDING PRODUCTS LIABILITY INSURANCE.

Specific Limitations: ASSIGNED POLICY #M857611 - RENEWAL OF #M849742
POLICY PERIOD: 3/1/80 TO 3/1/81
PROVISIONAL ANNUAL PREMIUM: \$4500 PLUS \$50 POLICY FEE

Remarks: SUBJECT TO CANCELLATION FOR NON-PAYMENT OF PREMIUM
ENDORSEMENT, CONTAMINATION OR POLLUTION EXCLUSION.
PROVISIONAL UPON RECEIPT OF COMPLETED APPLICATION WITH
CURRENT UNDERLYING PREMIUMS.

Period: Beginning 3/1/80 and ending 4/1/80, both days at 12:01 A.M.
standard time at place of location of risks insured.

FULLY EARNED MINIMUM

Premium Charged for Period of Binder: \$855 PLUS \$50 POLICY FEE

The above insurance is subject to the conditions and terms of the policies and forms now in use by the Insurers. This Binder may be cancelled at any time by the Insured by mailing to Sayre & Toso, Inc. written notice stating when thereafter such cancellation shall become effective. This Binder may be cancelled by Sayre & Toso, Inc. on behalf of the Insurer or Insurers by mailing to the Insured at the address shown in the declarations written notice stating when, not less than five (5) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The undersigned is not the Insurer, however, the insurance has been produced by Sayre & Toso, Inc.

Dated at: LOS ANGELES, CALIFORNIA This 27TH Day of FEBRUARY 19 80

Producer: LAVEN INSURANCE INC.
13543 SOUTH HAWTHORNE BLVD.
SUITE #200
HAWTHORNE, CALIFORNIA 90250

SAYRE & TOSO, INC.

Richard Dunham

NA/ph

∞ LAVEN ∞
INSURANCE, INC.



13543 SO. HAWTHORNE BOULEVARD • SUITE 200
POST OFFICE BOX 896
HAWTHORNE, CALIFORNIA 90250
TELEPHONE 772-4242 • 973-2000
CABLE: LAVENSURED

TO: FLEETWOOD MACHINE PRODUCTS, INC.

11447 Vanowen Street

No. Hollywood, CA. 91605

ATTENTION: Bobbie

DATE: March 4, 1980

FROM: Stan Wamsley

POLICY NO.: M-857611

EFFECTIVE:

Dear Bobbie:

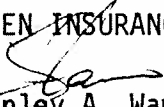
Enclosed is a thirty day binder on the Excess Liability Policy, together with our invoice in the amount of \$4,550.00 provisional annual premium.

The policy number shown above has been assigned for the renewal, and will be sent to you when received.

If you should have any questions, please give me a call.

Sincerely,

LAVEN INSURANCE, INC.


Stanley A. Wamsley, CPCU
Vice President

SAW/cj
enclosure

(This is a little better than last year, huh)

∞ LAVEN ∞
INSURANCE, INC.



13543 SO. HAWTHORNE BOULEVARD • SUITE 200
POST OFFICE BOX 896
HAWTHORNE, CALIFORNIA 90250
TELEPHONE 772-4242 • 973-2000
CABLE: LAVENSURED

TO: FLEETWOOD MACHINE PRODUCTS, INC.

11447 Vanowen Street

North Hollywood, California 91605

ATTENTION: Bobbie

DATE: June 10, 1980

FROM: Stanley A. Wamsley

POLICY NO.: M-857611

EFFECTIVE: March 1, 1980 - 3/1/81

Dear Bobbie:

The renewal Excess Liability Policy as captioned is enclosed for your records. This replaces the binder you have been holding, and was previously invoiced to you.

There will be one additional endorsement following for attachment to this policy, deleting Provisional Deposit Endorsement #2.

Please call me if you have any questions concerning this policy.

Sincerely,

:jb/Encl:



ENDORSEMENT # 1

EFFECTIVE: MARCH 1, 1980

NAMED INSURED ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED SHALL READ AS FOLLOWS:

FLEETWOOD MACHINE PRODUCTS, INC., FLEETWOOD ENGINEERING COMPANY &
FLEETWOOD MACHINE PRODUCTS, INC. DBA: AERO MANUFACTURERS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF M857611 OF THE MISSION
INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

MARCH 27, 1980

DATE: _____

SAYRE & TOSO, INC.

BY: Richard Dunham

ENDORSEMENT # 2

EFFECTIVE: MARCH 1, 1980

PROVISIONAL DEPOSIT ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM DISPLAYED ON THE DECLARATION IS A DEPOSIT PREMIUM FOR THE PERIOD 3-1-80 TO 3-1-81. THE ACTUAL PREMIUM FOR THE POLICY PERIOD WILL BE COMPUTED UPON THE RECEIPT OF THE PRIMARY PREMIUMS FOR THAT PERIOD.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF M857611 OF THE MISSION
INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 27, 1980

SAYRE & TOSO, INC.

BY: Richard Dunham

ENDORSEMENT # 3

EFFECTIVE: MARCH 1, 1980

CANCELLATION FOR NON-PAYMENT OF PREMIUM

IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANY, OR BY SAYRE & TOSO, INC., IN THEIR BEHALF, FOR NON-PAYMENT OF ANY UNPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE INSURED BY MAIL, REGISTERED OR UNREGISTERED, AT THE INSURED'S ADDRESS AS SHOWN HEREIN, NOT LESS THAN TEN DAYS' WRITTEN NOTICE STATING WHEN THE CANCELLATION SHALL BE EFFECTIVE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF M857611 OF THE MISSION
INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 27, 1980

SAYRE & TOSO, INC.

BY: Richard Dunham

ENDORSEMENT NO. 4

EFFECTIVE: MARCH 1, 1980

IRB-G 335

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY/CERTIFICATE NO. M857611 OF THE MISSION INS. CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 27, 1980

SAYRE & TOSO, INC.

BY: Richard Dunham

LAVEN INSURANCE, INC.

13543 South Hawthorne Boulevard
HAWTHORNE, CALIFORNIA 90250
Phone 973-2000 • 772-4242

INVOICE

Insurance Counselors

IT PAYS TO BE



96113

FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Street
No. Hollywood, CA. 91605

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	DATE	EXPIRATION DATE
3/1/81	M-857611	EXCESS LIABILITY POLICY Limit: \$5,000,000	4/15/81	3/1/82
		5/cj		
			SAYRE & TOSO, INC. Mission Insurance Co.	
			AMOUNT	PREMIUM
			Policy Fee:	\$3,700.00
			Total:	50.00
				\$3,750.00
RENEWAL OF	Certificate	PAID APR 21 1981 Per 25355...		

∞ LAVEN ∞
INSURANCE, INC.



13543 SO. HAWTHORNE BOULEVARD • SUITE 200
POST OFFICE BOX 896
HAWTHORNE, CALIFORNIA 90250
TELEPHONE 772-4242 • 973-2000
CABLE: LAVENSURED

TO: FLEETWOOD MACHINE PRODUCTS, INC.

DATE: April 15, 1981

11447 Vanowen Street

FROM: Stan Wamsley

No. Hollywood, CA. 91605

POLICY NO.: M-857611

ATTENTION: Bobbie

EFFECTIVE: 3/1/81

RE: FLEETWOOD MACHINE PRODUCTS, INC.
Excess Liability Policy

Dear Bobbie:

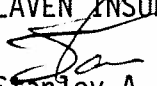
Enclosed is a renewal certificate to the above policy for the period of 3/1/81 to 3/1/82.

The premium is \$3,750.00, for which our invoice is also enclosed.

If you should have any questions Bobbie, please do not hesitate to give us a call.

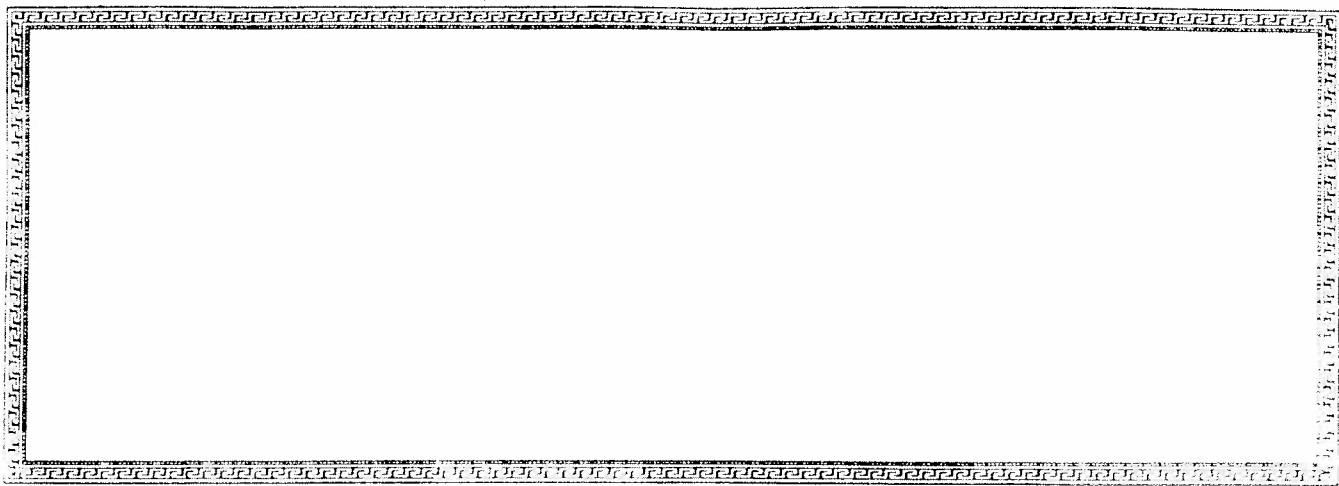
Sincerely,

LAVEN INSURANCE, INC.


Stanley A. Wamsley, CPCU
Vice President

SAW/cj
enclosure





LAVEN INSURANCE, INC.
13543 So. Hawthorne Blvd.
Hawthorne, CA. 90250

Phone: 772-4242 (213)
973-2000 (213)

Sayre & Toso, Inc.

Mission Insurance Company

LOS ANGELES, CALIFORNIA

SAYRE & TOSO, Inc.

Underwriting Managers

in favor of: FLEETWOOD MACHINE, PRODUCTS, INC., FLEETWOOD ENGINEERING
COMPANY AND FLEETWOOD MACHINE PRODUCTS, INC. DBA: AERO

Address: MANUFACTURING
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA 91605

In consideration of the Renewal Premium stated herein the above numbered Policy is renewed for the period
beginning at 12:01 A.M. on the 1ST
day of MARCH 19 81 and ending at 12:01 A.M. on the 1ST
day of MARCH 19 82 Standard time at the place of location
of risks insured, subject to terms and conditions thereof, except as follows:

REVISED SCHEDULE ATTACHED

All other terms, limits and conditions of this Policy remaining unchanged.
Attached to and forming part of Policy No. M857611

Premium: Due: At Inception

PREMIUM	\$ 3,700.00	\$	\$
	FLAT		
Service Fee			
Policy Fee	50.00		
TOTAL	\$3,750.00		

This Renewal Certificate shall not be valid unless signed by SAYRE & TOSO, Inc.

Edward A. Smith

Secretary

SAYRE & TOSO, INC.

Elmer Rosa
President

Dated at LOS ANGELES, CALIFORNIA

this 30TH day of MARCH, 19 81

By *Wendy M. Barnes*

ORIGINAL RENEWAL CERTIFICATE

SCHEDULE

REVISED

Item

1. Policy or Certificate No. / M857611
2. Title of Assured FLEETWOOD MACHINE PRODUCTS, INC., FLEETWOOD ENGINEERING COMPANY & FLEETWOOD MACHINE PRODUCTS, INC. DBA: AERC MANUFACTURING
3. Address of Assured 11447 VANGWEN STREET
NORTH HOLLYWOOD, CALIFORNIA 91605
4. Hazards Covered EXCESS COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE EXCLUDING PRODUCTS LIABILITY INSURANCE
5. Period of Insurance From MARCH 1, 1981 to MARCH 1, 1982
both days at Standard Time at the above address and for such further period or periods as may be mutually agreed upon.
6. Premium
 - (a) Provisional or Deposit Premium \$ 3,700.00
 - (b) Minimum Premium \$ 3,700.00
 - (c) Basis of Adjustment FLAT
7. (a) Primary Insurer(s) (Names) FIREMANS FUND INSURANCE COMPANY (AS RESPECTS GENERAL LIABILITY) NORTHBROOK NATIONAL INSURANCE COMPANY (AS RESPECTS AUTOMOBILE LIABILITY)
- (b) Underlying Excess Insurer(s) (Name) COMPANY (AS RESPECTS AUTOMOBILE LIABILITY)
8. Limits of Liability (Ultimate Net Loss) (to be set forth in words as well as figures)

		Each Occurrence	Aggregate
(a) Primary and Underlying Excess Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	Not applicable \$500,000 FIVE HUNDRED THOUSAND DOLLARS	Not applicable \$500,000 FIVE HUNDRED THOUSAND DOLLARS
(b) Total Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	Not applicable	Not applicable
(c) Excess Limit(s)	Bodily Injury and Property Damage Combined	Not applicable \$5,000,000 FIVE MILLION DOLLARS	Not applicable \$5,000,000 FIVE MILLION DOLLARS

9. Identification details and limits carried under 7(a) and 7(b) above

Policy Numbers

Limits

- 7(a) MXP3571078 GENERAL LIABILITY \$500,000 BODILY INJURY AND PROPERTY DAMAGE COMBINED SINGLE LIMIT
EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE
- 7(b) CA0012543 AUTOMOBILE LIABILITY
10. Notification of Claims to:—
SAYRE & TOSO, INC.

DIRECTIONS

IN CASE OF LOSS,
NOTIFY IMMEDIATELY
YOUR AGENT OR BROKER
OR OUR NEAREST OFFICE.

ALSO REFER TO
NOTIFICATION OF LOSS
PROVISIONS IN POLICY WORDING.

If loss adjustment required in cities or counties outside
of U.S.A., communicate immediately with Tophis & Hard-
ing, Inc., and notify Police Department at place of loss.

AS TO INSURANCE PROCURED THROUGH

SAYRE & TOSO, INC.

The Assured is requested to read this Certificate, and,
if incorrect, return it immediately for alteration.

SAYRE & TOSO, INC.

∞ LAVEN ∞
INSURANCE, INC.



13543 SO. HAWTHORNE BOULEVARD • SUITE 200
POST OFFICE BOX 896
HAWTHORNE, CALIFORNIA 90250
TELEPHONE 772-4242 • 973-2000
CABLE: LAVENSURED

TO: Fleetwood Machine Products, Inc.

11447 Vanowen Street

North Hollywood, California 91605

ATTENTION: Bobbie

DATE: June 12, 1980

FROM: Stanley A. Wamsley

POLICY NO.: M-857611

EFFECTIVE: March 1, 1980

Dear Bobbie:

Further to our transmittal under date of June 10th, enclosed is Endorsement #5 deleting Provisional Deposit Endorsement #2. Please attach this endorsement to the policy.

Thank you.

Sincerely,

:jb/Encl:



ENDORSEMENT # 5

EFFECTIVE: MARCH 1, 1980

IT IS HEREBY UNDERSTOOD AND AGREED THAT ENDORSEMENT #2, PROVISIONAL DEPOSIT ENDORSEMENT, IS DELETED.

IT IS FURTHER UNDERSTOOD AND AGREED THAT ITEM #6 (b) SHALL READ \$4500., AND ITEM #6 (c) SHALL READ FLAT, MAKING THE MINIMUM AND DEPOSIT PREMIUM \$4500.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY #M857611 OF THE
MISSION INSURANCE CO.

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ETAL

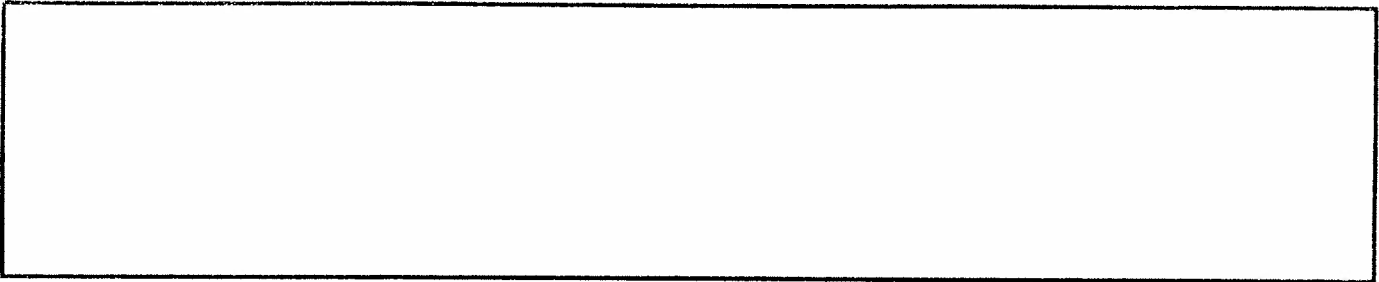
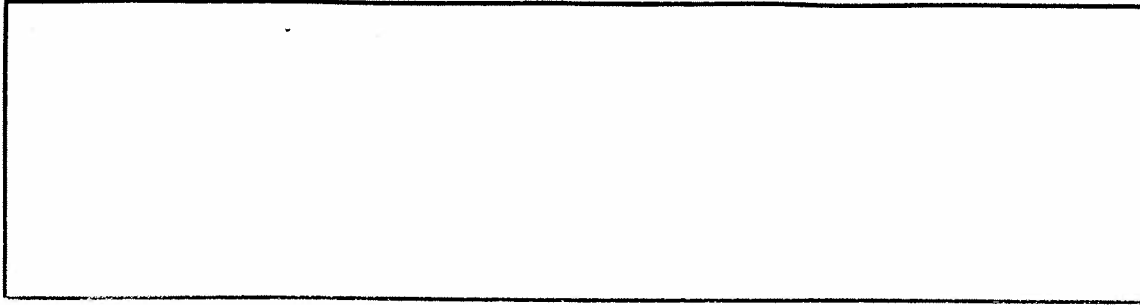
DATED AT: LOS ANGELES, CALIFORNIA

DATE: JUNE 9, 1980

RT/jr

SAYRE & TOSO, INC.

BY: Richard Dunham



Sayre & Toso, Inc.

NO MN002724

Mission National Insurance CompanyLOS ANGELES, CALIFORNIA
A STOCK COMPANY**Sayre & Toso, Inc.**

Managing General Agents

In favor of: FLEETWOOD MACHINE PRODUCTS, INC., FLEETWOOD ENGINEERING COMPANY
& FLEETWOOD MACHINE PRODUCTS, INC., DBA: AERO MANUFACTURERS
Address: 11447 VANOWEN STREET
HAWTHORNE, CALIFORNIA 91605

Type of coverage: EXCESS COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY
INSURANCE EXCLUDING PRODUCTS LIABILITY INSURANCE
In the amount of: \$5,000,000. EXCESS UNDERLYING

Term: Beginning at 12:01 A.M. on the 1ST day of MARCH 19 82
and ending at 12:01 A.M. on the 1ST day of MARCH 19 83

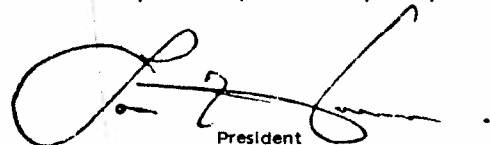
Standard Time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and Standard Clauses on the reverse side of this page.

Mission National Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the Insured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

PROVISIONAL PREMIUM	\$ 2,950.00
POLICY FEE	FLAT 50.00
TOTAL	\$3,000.00

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless signed by SAYRE & TOSO, INC.


Secretary


President

SAYRE & TOSO, INC.

Dated at LOS ANGELES, CALIFORNIA
this 10TH day of MARCH, 19 82.
RT/cca

By Howard A. MitchellSignature _____
Countersigning Agent

STANDARD CLAUSES

1. **NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)** The insurance afforded under any liability coverage of this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

2. It is expressly understood and agreed by the Insured by accepting this policy that Sayre & Toso, Inc. is not the Insurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer. The Insurer hereunder is the company shown.

3. This insurance is made and accepted subject to all the provisions and conditions set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clause 1) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clause 1 shall not be amended.

4. **MISREPRESENTATION AND FRAUD.** This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Insured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

5. **SMALL AMOUNTS.** It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed \$5.00.

6. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

7. **DECLARATIONS.** By accepting this Policy the Insured agrees that the statements in all declarations made in connection with the insurance provided thereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Insured and the Company or any of its agents relating to this insurance.

ENDORSEMENT # 3

EFFECTIVE: MARCH 1, 1982

PROVISIONAL DEPOSIT ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM DISPLAYED ON THE DECLARATION IS A DEPOSIT PREMIUM FOR THE PERIOD MARCH 1, 1982 TO MARCH 1, 1983. THE ACTUAL PREMIUM FOR THE POLICY PERIOD WILL BE COMPUTED UPON THE RECEIPT OF THE PRIMARY PREMIUMS AND A COMPLETED APPLICATION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN002724

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL.

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 10, 1982

RT/cca

SAYRE & TOSO, INC.

BY: Howard A. Mitchell

ENDORSEMENT NO. 2

EFFECTIVE: MARCH 1, 1982

IRB-G 335

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN002724
OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL.

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 10, 1982

RT/cca

SAYRE & TOSO, INC.

BY: Howard A. Mitchell

ENDORSEMENT # 1

EFFECTIVE: MARCH 1, 1982

CANCELLATION FOR NON-PAYMENT OF PREMIUM

IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANY, OR BY SAYRE & TOSO, INC., IN THEIR BEHALF, FOR NON-PAYMENT OF ANY UNPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE INSURED BY MAIL, REGISTERED OR UNREGISTERED, AT THE INSURED'S ADDRESS AS SHOWN HEREIN, NOT LESS THAN TEN DAYS' WRITTEN NOTICE STATING WHEN THE CANCELLATION SHALL BE EFFECTIVE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN002724
OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL.

DATED AT: LOS ANGELES, CALIFORNIA

DATE: MARCH 10, 1982

RT/cca

SAYRE & TOSO, INC.

BY: Howard A. Mitchell

S20022F

(Rev. & Repl. S20204N) (8/80)

U.S.A. AND CANADA

Form approved by Lloyd's
Underwriters'
Non - Marine Association

EXCESS PUBLIC LIABILITY &/OR PROPERTY DAMAGE

(Direct Insurance)

T.P.I(B) 1973

Whereas the Assured named in the Schedule herein has paid the premium stated in the Schedule and has agreed to make such further payments of premium as may be prescribed herein,

This Insurance to the extent and in the manner hereinafter provided, is to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay, or by final judgment be adjudged to pay, as damages because of

- (a) bodily injury, sickness or disease sustained by any person which occurs during the period of insurance mentioned in the Schedule, including death at any time resulting therefrom (hereinafter referred to as "Bodily Injury") or
- (b) (i) physical injury to or destruction of tangible property which occurs during the period of insurance mentioned in the Schedule, including the loss of use thereof at any time resulting therefrom, or
- (ii) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period of insurance mentioned in the Schedule (hereinafter referred to as "Property Damage")

caused by an occurrence and arising out of such hazards as are set forth in Item 4 of the Schedule and which are also covered by and defined in the policy/ies specified in the Schedule and issued by the "Primary Insurers" stated therein,

Provided always that:—

- (a) Liability attaches to the Underwriters only in respect of such hazards as are set forth in Item 4 of the Schedule and only for such coverages and limits against which an amount is inserted in Item 8 (b) or 8 (c) of the Schedule and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in the Schedule in Item 8 (a) and designated the "Primary and Underlying Excess Limit(s)" and then
 - (i) the limits of the Underwriters' liability will be such amount of ultimate net loss as will provide the Assured with total limits under the policy/ies of the Primary and Underlying Excess Insurers and this Policy combined as set forth in Item 8 (b) of the Schedule under the designation "Total Limit(s)" or
 - (ii) if it is not practicable to set forth in Item 8 (b) of the Schedule the Total Limit(s) of liability under this Policy and all underlying policies combined then the limits of the Underwriters' liability shall be those set forth in Item 8 (c) under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 8 (a) of the Schedule up to the full amount of such Excess Limit(s).
- (b) Liability for Bodily Injury is subject to the limit "Each Occurrence" as stated in the Schedule.
- (c) Liability for Property Damage is subject to the limit "Each Occurrence" as stated in the Schedule, but as regards any hazard insured with an aggregate limit under the policy/ies of the Primary Insurers liability shall not exceed in any one policy year in respect of each such hazard the limit of liability stated as "Aggregate" in the Schedule.
- (d) For the purpose of determining the limit of the Underwriters' liability, all Bodily Injury and Property Damage arising out of either
 - (i) an accident or series of accidents arising out of one event or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,shall be considered as arising out of one occurrence.
- (e) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Insurance, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 8 (Limits of Liability) of the Schedule.

EXCLUSIONS

- 1. THIS INSURANCE DOES NOT COVER
 - (a) liability for Bodily Injury to any employee of the Assured arising out of and in the course of his employment by the Assured; but this Exclusion does not apply to such liability assumed by the Assured under an incidental contract as is covered by the policy/ies of the Primary Insurers;
 - (b) any obligation for which the Assured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law.
- 2. THIS INSURANCE DOES NOT COVER liability for Property Damage to
 - (a) property owned or occupied by or rented to the Assured,
 - (b) property used by the Assured, or
 - (c) property in the care, custody or control of the Assured or as to which the Assured is for any purpose exercising physical control; but parts (b) and (c) of this Exclusion do not apply with respect to liability under sidetrack agreements covered by the policy/ies of the Primary Insurers and part (c) of this Exclusion does not apply with respect to Property Damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named Assured covered by the policy/ies of the Primary Insurers.
- 3. THIS INSURANCE DOES NOT COVER any Products Hazard or any Completed Operations Hazard as defined in or covered by the policy/ies of the Primary Insurers. If there is no definition or exclusion of Products Hazard or Completed Operations Hazard in the policy/ies of the Primary Insurers, then this Policy shall not cover the liability of any Assured for:—
 - (a) Products Hazard being defined as Bodily Injury or Property Damage arising out of goods or products manufactured, sold, handled or distributed by any Assured or by others trading under his name or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs away from the premises owned, rented, occupied or controlled by any Assured and after physical possession of such products has been relinquished to others;
 - (b) Completed Operations Hazard being defined as Bodily Injury or Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto when such Bodily Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from the premises owned, rented, occupied or controlled by any Assured, except operations in connection with the transportation of property or the existence of tools, uninstalled equipment or abandoned or unused materials.
 - Operations shall be deemed to be completed at the earliest of the following times:—
 - (1) when all operations to be performed by or on behalf of any Assured under the contract have been completed,
 - (2) when all operations to be performed by or on behalf of any Assured at the site of the operations have been completed, or
 - (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.
- 4. This Insurance is also subject to all the exclusions contained in the policy/ies of the Primary Insurers.

DEFINITIONS

- (a) OCCURRENCE. The word "occurrence" means an accident, including continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Assured.
- (b) ULTIMATE NET LOSS. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall exclude all expenses and Costs.
- (c) COSTS. The word "Costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Assured, all expenses for salaried employees of the Assured and general retainer fees for counsel normally paid by the Assured).
- (d) POLICY YEAR. The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Schedule.

CONDITIONS

1. **INCURRING OF COSTS.** In the event of claim or claims arising which appear likely to exceed the Primary and Underlying Excess Limit(s), no Costs shall be incurred by the Assured without the written consent of the Underwriters.

2. **APPORTIONMENT OF COSTS.** Cost incurred by or on behalf of the Assured with the written consent of the Underwriters, and for which the Assured is not covered by the Primary and Underlying Excess Insurers, shall be apportioned as follows:—

- (a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary and Underlying Excess Limit(s), then no Costs shall be payable by the Underwriters.
- (b) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Primary and Underlying Excess Limit(s), then the Underwriters, if they consent to the proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
- (c) In the event that the Assured elects not to appeal a judgment in excess of the Primary and Underlying Excess Limit(s) the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit(s) of liability as provided for herein, plus the expenses of such appeal.

3. **APPLICATION OF RECOVERIES.** All recoveries or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not payable until the Assured's ultimate net loss has been finally ascertained.

4. **ATTACHMENT OF LIABILITY.** Liability to pay under this Insurance shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay an amount which exceeds such Primary and Underlying Excess Limit(s) and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of the Primary and Underlying Excess Limit(s).

5. **MAINTENANCE OF PRIMARY INSURANCE.** It is a condition of this Insurance that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Insurance except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the policy year.

In respect of the hazards set forth in Item 4 of the Schedule this Insurance is subject to the same warranties, terms, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an occurrence for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Insurance, then the premium hereon shall be adjusted accordingly.

6. **PREMIUM COMPUTATION AND ADJUSTMENT.** The premium for this Insurance shall be computed on the basis set forth herein and the Assured agrees to pay and the Underwriters agree to return such additional or return premium as it becomes due.

7. **CANCELLATION.** This Insurance may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided 30 days' notice in writing be given.

If this Insurance shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Insurance has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Insurance shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period that this Insurance has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

8. **NOTIFICATION OF CLAIMS.** The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Schedule.

9. **FRAUDULENT CLAIMS.** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited.

SCHEDULE

Item

1. Policy or Certificate No. MN002724/OF THE MISSION NATIONAL INSURANCE COMPANY
2. Title of Assured FLEETWOOD MACHINE PRODUCTS, INC.; FLEETWOOD ENGINEERING COMPANY & FLEETWOOD MACHINE PRODUCTS, INC., DBA: AERO MANUFACTURERS
3. Address of Assured 11447 VANOWEN STREET
HAWTHORNE, CALIFORNIA 91605
4. Hazards Covered EXCESS COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE EXCLUDING PRODUCTS LIABILITY INSURANCE
5. Period of Insurance From MARCH 1, 1982 to MARCH 1, 1983
both days at 12:01AM Standard Time at the above address and for such further period or periods as may be mutually agreed upon.
6. Premium
 - (a) Provisional or Deposit Premium \$ 2,950.
 - (b) Minimum Premium \$ 2,950.
 - (c) Basis of Adjustment FLAT
7. (a) Primary Insurer(s) (Names) FIREMAN'S FUND INSURANCE COMPANY,
(AS RESPECTS GENERAL LIABILITY)
(b) Underlying Excess Insurer(s) (Names) NORTHBROOK NATIONAL INSURANCE COMPANY,
(AS RESPECTS AUTOMOBILE LIABILITY)
8. Limits of Liability (Ultimate Net Loss) (to be set forth in words as well as figures)

		Each Occurrence	Aggregate
(a) Primary and Underlying Excess Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	XXXXXXX FIVE HUNDRED THOUSAND DOLLARS \$500,000.	XXXXXXX FIVE HUNDRED THOUSAND DOLLARS \$500,000.
(b) Total Limit(s)	Bodily Injury	Not applicable	
	Property Damage	Not applicable	Not applicable
	Bodily Injury and Property Damage Combined	Not applicable	Not applicable
(c) Excess Limit(s)	Bodily Injury and Property Damage Combined	XXXXXXX FIVE MILLION DOLLARS \$5,000,000.	XXXXXXX FIVE MILLION DOLLARS \$5,000,000.

9. Identification details and limits carried under 7(a) and 7(b) above

	Policy Numbers	Limits
7(a)	MXP3571078 GENERAL LIABILITY CA0012543 AUTOMOBILE LIABILITY	\$500,000. EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE BODILY INJURY AND PROPERTY DAMAGE COMBINED SINGLE LIMIT.
7(b)		
10. Notification of Claims to:—
SAYRE & TOSO, INC.

Attaching to and forming part of the Policy or Certificate specified above.

RT/cca

DIRECTIONS

IN CASE OF LOSS,
NOTIFY IMMEDIATELY
YOUR AGENT OR BROKER
OR OUR NEAREST OFFICE.
ALSO REFER TO
NOTIFICATION OF LOSS
PROVISIONS IN POLICY WORDING.

AS TO INSURANCE PROCURED THROUGH

SAYRE & TOSO, INC.

The Insured is requested to read this Policy and,
if incorrect, return it immediately for alteration.

SAW

RE: FLEETWOOD MAR.

#4 DELETES 'PROVISIONAL' ON ANN'L PREM.
PER END. NO. 3

#5 AMENDS EXP. DATE TO CONCURRENT W/AVG
\$ 251. A.P.

#6 CORRECTS PRIMARY GL CARRIER NAME
TO M.C. (WAS F.F.)

#7 CORRECTS PRIMARY AL CARRIER NAME
TO NORTHBROOK P. & C. (WAS NORTHBROOK NAT'L)

JV
9-23-82



ENDORSEMENT # 7

EFFECTIVE: JUNE 1, 1982

IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM 7 (a), AS SHOWN ON THE SCHEDULE, IS AMENDED TO READ AS FOLLOWS; AS RESPECTS TO THE AUTOMOBILE LIABILITY:

NORTH BROOK PROPERTY AND CASUALTY
INSURANCE COMPANY

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN002724

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: SEPTEMBER 7, 1982

RT:rc

SAYRE & TOSO, INC.

BY: Howard A. Mitchell

ENDORSEMENT # 6

EFFECTIVE: APRIL 1, 1982

IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM 7 (a), AS SHOWN ON THE SCHEDULE, IS AMENDED TO READ AS FOLLOWS; AS RESPECTS TO THE GENERAL LIABILITY:

MARYLAND CASUALTY COMPANY

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN002724

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: SEPTEMBER 7, 1982

RT:rc

SAYRE & TOSO, INC.

BY: Howard A. Mitchell

ENDORSEMENT # 5

EFFECTIVE: MARCH 1, 1982

STANDARD PROVISIONS ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- | | | |
|--|---|--|
| <input type="checkbox"/> 1. RATE | <input type="checkbox"/> 8. INCEPTION DATE | <input type="checkbox"/> 14. COVERAGE |
| <input type="checkbox"/> 2. PREMIUM | <input checked="" type="checkbox"/> 9. EXPIRATION DATE | <input type="checkbox"/> 15. THE FOLLOWING
IS NAMED AS
ADDITIONAL
ASSURED |
| <input type="checkbox"/> 3. DEPOSIT PREMIUM | <input type="checkbox"/> 10. NAME OF ASSURED | <input type="checkbox"/> 16. ENDORSEMENT |
| <input type="checkbox"/> 4. INSTALLMENT | <input type="checkbox"/> 11. ADDRESS OF LOCATION
OF PROPERTY | <input type="checkbox"/> 17. OTHER |
| <input type="checkbox"/> 5. AUDIT-PREMIUM ADJUSTMENT | <input type="checkbox"/> 12. ADDRESS OF ASSURED | |
| <input type="checkbox"/> 6. AMOUNT OF COVERAGE | <input type="checkbox"/> 13. DESCRIPTION OF
PROPERTY COVERED | |
| <input type="checkbox"/> 7. TERM OF COVERAGE | | |
-
- | | |
|---|--|
| <input type="checkbox"/> IS CORRECTED OR CHANGED TO READ AS FOLLOWS | <input type="checkbox"/> ONLY AS RESPECTS THE OPERATIONS
OF THE NAMED ASSURED |
| <input checked="" type="checkbox"/> IS AMENDED TO READ AS FOLLOWS | |
| <input type="checkbox"/> IS CHARGED FOR THE PERIOD | <input type="checkbox"/> ONLY AS RESPECTS THE PREMISES
LOCATED AT |

APRIL 1, 1983

ADDITIONAL
PREMIUM \$ 251.00

STATE TAX	%	\$
FEDERAL TAX	%	\$
STAMPING FEE	%	\$

TOTAL ADDITIONAL PREMIUM \$ 251.00
\$ _____
\$ _____

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN002724
OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

DATE: SEPTEMBER 7, 1982

BY: Howard A. Mitchell
(Rev. 11/79)

S20112NA RT:rc

ENDORSEMENT # 4

EFFECTIVE: MARCH 1, 1982

IT IS HEREBY UNDERSTOOD AND AGREED THAT ENDORSEMENT # 3, PROVISIONAL DEPOSIT ENDORSEMENT, IS DELETED IN ITS ENTIRETY.

IT IS FURTHER AGREED THAT THE ANNUAL POLICY PREMIUM IS \$2,950. FLAT PLUS \$50.00 POLICY FEE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN002724

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FLEETWOOD MACHINE PRODUCTS, INC., ET AL

DATED AT: LOS ANGELES, CALIFORNIA

DATE: SEPTEMBER 7, 1982

RT:rc

SAYRE & TOSO, INC.

BY: Howard A. Mitchell

**WEST COAST INSURANCE MARKETING CORPORATION**

15760 Ventura Boulevard • 12th Floor • Encino, California 91436 • (213) 986-0862 • (213) 872-3872

INVOICE 5869

☐ FLEETWOOD MACHINE PR
11447 VANOWEN ST
NO HOLLYWOOD CA 91605

DATE: March 31, 1983

ACCOUNT: FLEM78-1 SW J
213 877-3308

DATE ISSUED	TO EXPIRE	COMPANY AND POLICY NUMBER	DESCRIPTION	PREMIUM
3/31/83	4/01/84	MS-B#8146 Renewal	EXCESS LIABILITY	1,400.00
				44.80
			* Total premium due	\$1,444.80
		RENEWAL PREMIUM DUE AS SHOWN THANK YOU		

J.S. 69
CL 51
4/14/83

IMPORTANT: Please examine the policies listed above and notify immediately if any changes or corrections are necessary. Any policy not wanted must be returned promptly for cancellation; otherwise an earned premium will be charged by the Company for the time it was in force. Premiums are due when policies are received. Kindly make all checks payable to: West Coast Insurance Marketing Corporation.



H & W INSURANCE SERVICES

16255 VENTURA BLVD., SUITE 406 ENCINO, CALIFORNIA 91436 (213) 990-3040 TELEX 66-2478

West Coast Insurance Marketing Corp.

Stan Wamsley
19510 Ventura Blvd.
Suite #200
Tarzana, CA 91356

Subject: FLEETWOOD MACHINE

We are pleased to provide the following (~~XXXXXXXX~~/binder) for the captioned which is to be effective: 12:01 A.M., 4-1-83

1. Coverage: UMBRELLA LIABILITY
2. Company: PURITAN EXCESS INSURANCE COMPANY
3. Limits of Liability: \$5,000,000
4. Deductible: \$----- per claim and per claimant. \$-----per occurrence.
(incl. claim expense)
5. Self-Insured Retention: \$ 10,000 per occ. Annual Aggregate Retained Limit: \$
6. Premium \$ 1400. applying (Plus 3% State Tax and .2% Stamping Fee) as:
(☒) Flat Charge () Minimum & Deposit Premium Adj. at rate of:
() THIS QUOTE/BINDER IS FOR A "CLAIMS MADE" FORM
Retro-active incep. date: Discovery Period: Prem. Charge:
7. Remarks: SUBJECT TO COMPLETED APPLICATION
FF PI
EXCLUDE PRODUCTS
EXCLUDE ERISA
EXCLUDE CCC R AND P
FF AL
8. Commission payable to your office: 10%

This advice is offered as evidence that insurance as described herein has been ~~quoted~~/bound subject to the conditions and limitations of such binder(s) or covering note(s) and the policy(ies) to be issued in lieu hereof. Prompt notice must be given in writing to H & W Insurance Services of any discrepancies, inaccuracies or necessary changes. Coverage under each binder shall cease immediately upon the issuance of policy(ies) or written notice of cancellation. The ~~XXXXXX~~/binder expires in ~~XXXXXX~~/sixty days.

DATE: 4-5-83

H & W INSURANCE SERVICES
THANK YOU

BY: 
Gordon Ulrich



FLEETWOOD MACHINE PRODUCTS, INC.
• 11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA 91605

BILLING DATE	POLICY NO.	COMPANY	EFFECTIVE DATE	EXPIRATION DATE
5-23-83	XUL 00 25 69	PURITAN (H&W)	4-01-83	4-01-84
COVERAGE AND AMOUNT			PREMIUM CHARGE	PREMIUM CREDIT
UMBRELLA LIABILITY POLICY			\$1,400.00	
IF MAKING PAYMENT RETURN THIS INVOICE WITH REMITTANCE YOUR CANCELLED CHECK IS YOUR RECEIPT			PAY THIS AMOUNT	CREDIT DUE YOU

*6/24/82
talked to Sam about
refund*

PrideMark Smith/Wamsley Insurance Services

Post Office Box 2606, Culver City, CA 90230, Phone (213) 543-4599

Each agency independently owned and operated.



PURITAN EXCESS AND SURPLUS LINES INSURANCE COMPANY

A STOCK COMPANY

PURITAN EXCESS AND SURPLUS LINES
INSURANCE COMPANY
ADMINISTRATIVE OFFICE

3003 Summer Street

Stamford, Connecticut 06905

UMBRELLA LIABILITY POLICY

PURITAN EXCESS AND SURPLUS LINES
INSURANCE COMPANY
STAMFORD, CONNECTICUT 06905



PrideMark
Smith/Wamsley Insurance Services

Post Office Box 2606
Culver City, California 90230
Phone 213/543-4599

Each Agency Independently Owned and Operated

PLEASE READ YOUR POLICY

UMBRELLA LIABILITY INSURANCE

Named Assured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now

or hereafter constituted and of which prompt notice has been given to the Company (hereinafter called the "Named Assured").

INSURING AGREEMENTS

I. COVERAGE—

The Company hereby agrees, subject to the limitations, terms and conditions herein-after mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

(a) Imposed upon the Assured by law,
or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:—

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY—

The Company hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) the amount as set out in Item 2(c) of the Declarations ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase the Company's limits of liability beyond those set forth in the Declarations.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. ASSURED—

The unqualified word "Assured" wherever used in this policy includes:

- (a) the Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the named Assured;
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached schedule;
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organization other than the Named Assured shall not apply—
 1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
 3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
 4. with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Assured if such automobile is owned in full or in part by him or a member of his household.

2. PERSONAL INJURIES—

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE—

The term "Property Damage" wherever used herein shall mean (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

4. ADVERTISING LIABILITY—

The term "Advertising Liability" wherever used herein shall mean:

- (1) Libel, slander or defamation;
- (2) Any infringement of copyright or of title or of slogan;
- (3) Piracy or unfair competition or idea misappropriation under an implied contract;
- (4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

5. OCCURRENCE—

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. DAMAGES—

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury.

7. ULTIMATE NET LOSS—

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

8. AUTOMOBILE—

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

9. AIRCRAFT—

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

10. PRODUCTS LIABILITY—

The term "Products Liability" includes the "Products Hazard" and "Completed Operations Hazard" defined as follows:

- (1) "Products Hazard" includes bodily injury and property damage arising out of the Named Assured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Assured, and after physical possession of such products has been relinquished to others. "Named Assured's Products" means goods or products manufactured, sold, handled or distributed by the Named Assured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Assured's Products" shall not include a vending machine or any other property other than such container, rented to or located for use of others but not sold.
- (2) "Completed Operations Hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Assured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
 - (a) when all operations to be performed by or on behalf of the Named Assured under the contract have been completed,

UMBRELLA LIABILITY POLICY DECLARATIONS

Policy Number **XUL 00 25 69** **PURITAN EXCESS AND SURPLUS
LINES INSURANCE COMPANY**

A STOCK COMPANY

ADMINISTRATIVE OFFICE

3003 Summer Street

Stamford, Connecticut 06905

ITEM 1. (a) Named Assured: **Fleetwood Machine Products, etal**

(b) Address of Named Assured: **11447 Vanowen Street**

North Hollywood, California 91605

PREMIUM

\$ 1400.00

STATE TAX

\$ 42.00

STAMPING FEES

\$ 2.80

OTHER

\$

TOTAL

\$ 1444.80

ITEM 3. Policy Period: **4/1/83 to 4/1/84**

Agent Name and Address

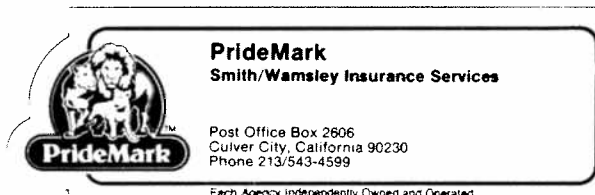
ITEM 4. Notice of Occurrence (Condition G) to:

ITEM 5. Currency (Condition Q): United States Currency

ITEM 6. Payment of Premium (Condition Q) to:

ITEM 7. Term: **Annual**

ITEM 8. Amount of Premium: **\$1,400.**



SCHEDULE OF UNDERLYING INSURANCES

CARRIER	TYPE OF POLICY	LIMITS OF LIABILITY
Maryland Casualty	Comprehensive General Liability:	Bodily Injury Liability
		\$ each person
		\$ 500,000 each occurrence
	Property Damage Liability	\$ 500,000 aggregate
		\$ combined each occurrence
Northbrook P & C	Automobile Liability:	\$ single limits aggregate
		Bodily Injury Liability
		\$ 500,000 each person
	Property Damage Liability	\$ combined each occurrence
		\$ single limits aggregate
Maryland Casualty National Union Primary coverage provides:	Employers' Liability:	\$ 500,000 each person
		\$ combined each occurrence
		\$ single limits each occurrence
	Aircraft Liability	\$ 100,000 one accident
		5,000,000
	Products/Completed Operations	Yes No
		<input type="checkbox"/> <input checked="" type="checkbox"/>
		<input type="checkbox"/> <input checked="" type="checkbox"/>
	Comprehensive Personal Liability	<input type="checkbox"/> <input checked="" type="checkbox"/>
		<input type="checkbox"/> <input checked="" type="checkbox"/>
	Broad Form P.D. (Lloyds) (Bureau)	Yes No
		<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>
	Personal Injury	<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>
	Fire Legal Liability	Yes No
		<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>
	Blanket Contractual	<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>
	"x" Hazards	Yes No
		<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>
	Malpractice	<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>
	Watercraft Liability	Yes No
		<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>
	Aircraft Liability	<input checked="" type="checkbox"/> <input type="checkbox"/>
		<input checked="" type="checkbox"/> <input type="checkbox"/>

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on pages 2, 3 & 4 of this policy, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy or added thereto as therein provided.

William H. Galt
Secretary

W. H. Galt
President

DATED AT: **Stamford, Connecticut**

This **12th** day of **April** 19 **83**

W. H. Galt
By

GENERAL CHANGE ENDORSEMENT

In Consideration of \$ nil

Endorsement No. 1

It is hereby agreed that:

☐ Return Premium ☐ Add. Premium

NAMED INSURED ENDORSEMENT

Fleetwood Machine Products, Inc.

Fleetwood Engineering Company, Inc.


Aero Manufacturers:

Milwood W. Cooke & Mildred Cooke

William L. Cooke, and Karen Cooke as Individuals

Fleetwood Machine Products Profit Sharing Plan

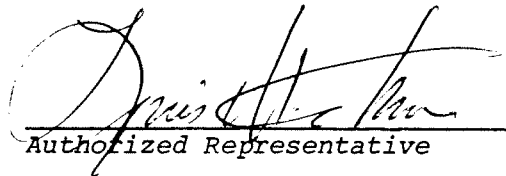
Fleetwood Machine Pension Trust

Computed at _____ % \$ _____ <input type="checkbox"/> Pro Rate <input type="checkbox"/> Short Rate <input type="checkbox"/> Flat					NOTHING HEREIN CONTAINED SHALL BE HELD TO WAIVE, ALTER, VARY OR EXTEND ANY AGREEMENTS, CONDITIONS OR TERMS OF THIS POLICY EXCEPT AS HEREIN STATED.				
POLICY NUMBER		POLICY EFF. DATE		END. EFF. DATE		AGT. CODE		NAMED INSURED	
XUL 00 25 69		4/1/83						Fleetwood Machine Prod.	
THIS ENDORSEMENT SHALL NOT BE BINDING UNTIL COUNTERSIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY						PURITAN Excess & Surplus Lines INSURANCE COMPANY STAMFORD, CT.  President			
(COUNTERSIGNED AT)									
(SIGNED BY AUTHORIZED REPRESENTATIVE)									



PRODUCTS OR COMPLETED OPERATIONS EXCLUSION

In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability arising out of the the products or completed operations hazards as defined in this policy.


Authorized Representative

GENERAL ENDORSEMENT

In consideration of \$ _____

Endorsement No. 3

Return Premium _____

Add Premium _____

It is hereby agreed that:

CONTRACTUAL LIABILITY EXCLUSION

In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability assumed by the Insured under any written or oral contract or agreement.

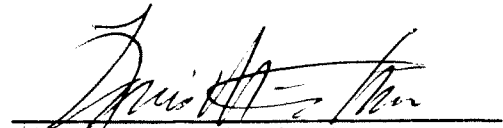
Policy Number XUL 00 25 69

Named Insured Fleetwood Machine Products

End. Eff. Date 4/1/83

Puritan Excess and Surplus Lines
Insurance Company

Stamford, Connecticut


Signed by authorized
representative

GENERAL ENDORSEMENT

In consideration of \$ _____

It is hereby agreed that:

Endorsement No. 4
Return Premium _____
Add Premium _____

EXCLUSION

CARE, CUSTODY AND CONTROL - REAL AND PERSONAL PROPERTY

This policy shall not apply to property damage to:

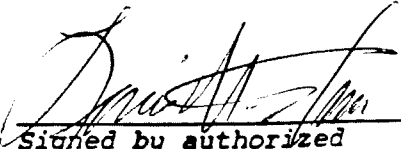
- (a) property owned or occupied by or rented to any Insured hereunder,
- (b) property used by any Insured hereunder, or
- (c) property in the care, custody or control of any Insured hereunder or as to which any Insured hereunder is for any purpose exercising physical control.

Policy Number XUL 00 25 69

Named Insured Fleetwood Machine Products

End. Eff Date 4/1/83

Puritan Excess & Surplus Lines
Insurance Company
Stamford, Connecticut


Signed by authorized
representative

GENERAL ENDORSEMENT

In consideration of \$ _____

It is hereby agreed that:

Endorsement No. 5
Return Premium _____
Add Premium _____

EMPLOYEE RETIREMENT INCOME SECURITY ACT LIABILITY EXCLUSION

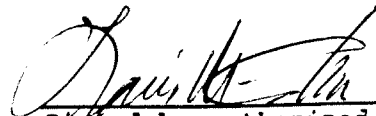
In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability arising out of the intentional or unintentional violation or violations of any provision or provisions of the employee retirement income security act of 1974, Public Law 93-406 (commonly referred to as the pension reform act of 1974), or any amendments thereto.

Policy Number XUL 00 25 69

Named Insured Fleetwood Machine Products

End. Eff Date 4/1/83

Puritan Excess & Surplus Lines
Insurance Company
Stamford, Connecticut


Signed by authorized
representative

GENERAL ENDORSEMENT

In consideration of \$ _____

It is hereby agreed that:

Endorsement No. 6
Return Premium _____
Add Premium _____

AUTOMOBILE LIABILITY FOLLOWING FORM

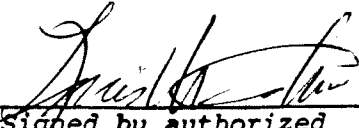
In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the ownership, maintenance, use, operation, loading or unloading of any automobile while away from premises owned by, rented to or in the care, custody or control of the insured, unless such liability is covered by valid and collectible underlying insurance, but only for such hazards for which coverage is afforded by said underlying insurance.

Policy Number XUL 00 25 69

Named Insured Fleetwood Machine Products

End. Eff Date 4/1/83

Puritan Excess & Surplus Lines
Insurance Company
Stamford, Connecticut


Signed by authorized
representative

GENERAL ENDORSEMENT

In consideration of \$ _____

It is hereby agreed that:

Endorsement No. 7
Return Premium _____
Add Premium _____

PERSONAL INJURY FOLLOWING FORM

In consideration of the reduced premium charged, it is agreed that, except insofar as coverage is available to the insured in the underlying insurance shown in the schedule of underlying insurance at the limits shown therein, the insurance afforded by this policy shall not apply with respect to:


1. False Arrest, False Imprisonment, wrongful eviction, wrongful detention, or malicious prosecution, or
2. Libel, slander, defamation of character, humiliation, or invasion of rights of privacy.

Policy Number XUL 00 25 69

Named Insured Fleetwood Machine Products

End. Eff Date 4/1/83

Puritan Excess & Surplus Lines
Insurance Company
Stamford, Connecticut


Signed by authorized
representative

GENERAL ENDORSEMENT

In consideration of \$ _____

It is hereby agreed that:

Endorsement No. 8
Return Premium _____
Add Premium _____

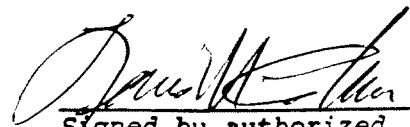
AIRCRAFT LIABILITY-FOLLOWING FORM

In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft unless such liability is covered by valid and collectible underlying insurance at the limits shown in the schedule of underlying insurance, but only for such hazards for which coverage is afforded by said underlying insurance.

Policy Number XUL 00 25 69
Named Insured Fleetwood Machine Products

End. Eff Date 4/1/83

Puritan Excess & Surplus Lines
Insurance Company
Stamford, Connecticut


Signed by authorized
representative

GENERAL ENDORSEMENT

In consideration of \$ _____

Endorsement No. 9
Return Premium _____
Add Premium _____

It is hereby agreed that:

WATERCRAFT LIABILITY EXCLUSION

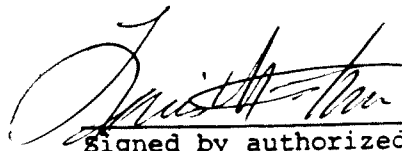
In consideration of the reduced premium charge, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of ownership, maintenance, operation, use, loading or unloading of any watercraft.

Policy Number XUL 00 25 69

Named Insured Fleetwood Machine Products

End. Eff. Date 4/1/83

Puritan Excess and Surplus
Lines Insurance Company
Stamford, Connecticut


Signed by authorized
representative

- (b) when all operations to be performed by or on behalf of the Named Assured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The Completed Operations Hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

11. ANNUAL PERIOD—

The term "Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply:—

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- (b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
- (c) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the Named Assured, of any contract or agreement, or
 - (2) the failure of the Named Assured's products or work performed by or on behalf of the Named Assured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Assured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Assured's products or work performed by or on behalf of the Named Assured after such products or work have been put to use by any person or organization other than an Assured;
- (d) to property damage to the Named Assured's products arising out of such products or any part of such products;
- (e) to property damage to work performed by or on behalf of the Named Assured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (f) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the Named Assured's products or work completed by or for the Named Assured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (g) with respect to advertising activities, to claims made against the Assured for:
 - (1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (2) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - (3) incorrect description of any article or commodity;
 - (4) mistake in advertised price;
- (h) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (i) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, colour or national origin;
- (j) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (k) in respect to family protection (uninsured motorist) coverage as provided by the Primary Insurer.

Except insofar as coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:

- (l) to the liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (m) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (n) with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded from Exclusion (a) above;
- (o) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.
- (p) **NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**
The insurance afforded under and liability coverage of this Policy does not apply:
 - I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect of bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any material facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
 - IV. As used in this endorsement:

"Hazardous Properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof, "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at anytime the total amount

of such material is in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (d) any structure, basin, excavation, premises or place prepared or used for the storage of or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS—

A. PREMIUM—

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P.

B. ADDITIONAL ASSURED—

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to the Company hereon who shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY—

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE—

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

E. INSPECTION AND AUDIT—

The Company shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Assured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

F. CROSS LIABILITY—

In the event of claims being made by reason of personal injury suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement II.

G. NOTICE OF OCCURRENCE—

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

H. ASSISTANCE AND CO-OPERATION—

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but the Company shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Assured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS—

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE—

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve

(12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and the Company. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY—

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. OTHER INSURANCE—

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

M. SUBROGATION—

Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES—

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by the Company or its representatives.

O. ASSIGNMENT—

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

P. CANCELLATION—

This policy may be cancelled by the Named Assured by surrender thereof to the Company or its representatives or by mailing to the Company or its representative written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its representatives by sending by registered mail notice to the Named Assured stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company or its respective representatives shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Assured or by sending to the Named Assured by registered mail, at the Named Assured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Assured the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

Q. CURRENCY—

The premium and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES—

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

S. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES—

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as they would have been had the Named Assured complied with the same condition.

GENERAL CHANGE ENDORSEMENT

In Consideration of \$ _____

Endorsement No. 10

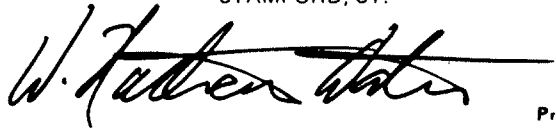
It is hereby agreed that:

☐ Return Premium ☐ Add. Premium

The policy is amended by deletion, as follows:

- a) Contractual Liability Exclusion
- b) Watercraft Liability Exclusion

It is further agreed that the policy is amended to include
Following Form Contractual Liability and Following Form Watercraft
Liability, by attachment.

Computed at _____ % \$ _____		NOTHING HEREIN CONTAINED SHALL BE HELD TO WAIVE, ALTER, VARY OR EXTEND ANY AGREEMENTS, CONDITIONS OR TERMS OF THIS POLICY EXCEPT AS HEREIN STATED.		
<input type="checkbox"/> Pro Rate	<input type="checkbox"/> Short Rate			
POLICY NUMBER	POLICY EFF. DATE	END. EFF. DATE	AGT. CODE	NAMED INSURED
XUL 00 25 69	4/1/83	4/1/83	9492	Fleetwood Machine Products etal
THIS ENDORSEMENT SHALL NOT BE BINDING UNTIL COUNTERSIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY			PURITAN Excess & Surplus Lines INSURANCE COMPANY STAMFORD, CT.  President	
(COUNTERSIGNED AT)				
(SIGNED BY AUTHORIZED REPRESENTATIVE)				

ES-102 (2/82)

INSURED'S COPY

GENERAL ENDORSEMENT

In consideration of \$ _____

It is hereby agreed that:

Endorsement No. _____
Return Premium _____
Add Premium _____

CONTRACTUAL LIABILITY FOLLOWING FORM


In consideration of the reduced premium charges, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability assumed by the Insured under any written or oral contract or agreement, unless such liability is covered by valid and Collectible Underlying Insurance at the limits shown in the Schedule of Underlying Insurance, but only for such contracts for which coverage is afforded by said Underlying Insurance.

Policy Number XUL 00 25 69

Named Insured Fleetwood Machine Products

End. Eff Date 4/1/83

Puritan Excess & Surplus Lines
Insurance Company
Stamford, Connecticut



Signed by authorized
representative

WATERCRAFT LIABILITY FOLLOWING FORM

In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of ownership, maintenance, operation, use, loading or unloading of any watercraft unless such liability is covered by valid and collectible underlying insurance at the limits shown in the schedule of underlying insurance, but only for such hazards for which coverage is afforded by said underlying insurance.



Authorized Representative



PrideMark Smith/Wamsley Insurance Services

3848 Carson Street, Suite 216, Torrance, CA 90503, Phone (213) 543-4599

Equal Opportunity Employer, M/F/V/H

3243 FLEETWOOD MACHINE PRODUCTS, INC
Roberta Road
11447 Vanowen St.
No. Hollywood, CA 91605

INVOICE # 1155

DATE: 04-11-1984

DATE ISSUED	TO EXPIRE	COMPANY AND POLICY NUMBER	COVERAGE	PREMIUM
04/01/84	04/31/85	M & W INS. SERVICE A84 UC 1829	COMMERCIAL UMBRELLA ADMIRAL INSURANCE COMPANY	1,000.00
			SERVICE CHG Tx's + Fees	62.72
			TOTAL =	\$ 1,062.72

PREMIUMS ARE DUE AND PAYABLE ON THE DATE POLICIES TAKE EFFECT.

CHECKS SHOULD BE MADE PAYABLE TO: PRIDEMARK SMITH/WAMSLEY INSURANCE SERVICES

Handwritten: Paid 6/30/84
6/25/84

ADMIRAL

A STOCK COMPANY
(herein called "the Company")



INSURANCE COMPANY

UMBRELLA LIABILITY POLICY

NAMED
INSURED

*Fleetwood Machine Products, Inc.,
et al (see End't #1)*

MAILING
ADDRESS

*11447 Vanowen Street
N. Hollywood, California 91605*



PrideMark
Smith/Wamsley Insurance Services

Post Office Box 2606
Culver City, California 90230
Phone 213/543-4599

Each Agency Independently Owned and Operated

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the Named Insured as follows:

INSURING AGREEMENT

The Company will indemnify the Insured for ultimate net loss in excess of the retained limit hereafter stated which the Insured shall become legally obligated to pay as damages because of personal injury or property damage or advertising injury or any combination thereof to which this insurance applies, caused by an occurrence anywhere during the policy period, and

- (1) With respect to any personal injury, property damage or advertising injury not within the terms of the coverage of underlying insurance but within the terms of coverage of this insurance; or
- (2) If limits of liability of the underlying insurance are exhausted because of personal injury, property damage or advertising injury during the period of this policy, the Company will:
 - (a) have the right and duty to defend any suit against the Insured seeking damages on account of such personal injury, property damage or advertising injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the Company's limit of liability has been exhausted by payment of judgments or settlements;
 - (b) in addition to the amount of ultimate net loss payable:
 - (i) pay all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
 - (ii) pay premiums on appeal bonds required in any suit, premium on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies but the Company shall have no obligation to apply for or furnish any such bonds.
 - (iii) pay reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$50 per day.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company will indemnify the Insured for such expense incurred with its written consent in accordance with this provision.

PERSONS OR ENTITIES INSURED

- (1) The Named Insured is the organization(s) named in the Declarations of this policy and includes:
 - (a) any subsidiary company (including subsidiaries thereof) and any other company under their control and active management at the inception date of this policy;
 - (b) new organizations acquired by the Named Insured during the policy period, through consolidation, merger, purchase of the assets of, or assumption of control and active management; provided such acquisition or assumption is reported to the Company within 60 days after it is effected and provided further such acquisition is endorsed on this policy;
 - (c) if the Named Insured in the Declarations is a partnership or joint venture, any partner or member thereof is included as a Named Insured but only with respect to his liability as a partner or member of such partnership or joint venture.
- (2) Each of the following is an Insured under this policy to the extent set forth below:
 - (a) any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of or used by the Named Insured and then only to the extent of the coverage required by such contract and for the limits of liability specified in such contract, but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy.
 - (b) at the option of the Named Insured and subject to the terms of the coverage of this insurance, any additional Insured(s) included in the underlying insurance listed in Schedule A, but only to the extent that insurance is provided for such additional Insured(s) thereunder;
 - (c) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles or aircraft:
 - (i) any officer, executive, employee, director or stockholder of the Named Insured while acting on behalf of such Named Insured;
 - (ii) any person or organization while acting as real estate manager for the Named Insured;
 - (d) any person while using, with the permission of the Named Insured, any automobile or aircraft owned by, loaned to or hired for use by or on behalf of the Named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any officer, director or stockholder of the Named Insured with respect to the use of an automobile or aircraft not owned by the Named Insured but only while such automobile or aircraft is being used in the business of the Named Insured. The insurance with respect to any person or organization other than the Named Insured does not apply under this paragraph (d):
 - (i) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place;
 - (ii) to any automobile or aircraft hired by or loaned to the Named Insured, to the owner or a lessee (of whom the Named Insured is a sub-lessee) thereof other than the Named Insured, or to any agent or employee of such owner or lessee;
 - (iii) to any manufacturer or aircraft, aircraft engines or aviation accessories, or any aviation sales or service repair organization or airport or hangar operator or their respective employees or agents.

INSURED'S RETAINED LIMIT — ADMIRAL'S LIMIT OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought because of personal injury, property damage or advertising injury, the Company's liability is limited as follows:

With respect to personal injury, property damage or advertising injury, or any combination thereof, the Company's liability shall be only for the ultimate net loss in excess of the Insured's retained limit defined as the greater of:

- (a) an amount equal to the limits of liability indicated beside the underlying insurance listed in Schedule A (whether collectible or not) hereof, plus the applicable limits of any other underlying insurance collectible by the Insured; or
- (b) the amount specified in Item 2 of the Declarations because of personal injury, property damage or advertising injury not within the terms of the coverage of the underlying insurance listed in Schedule A;

and then for an amount not exceeding the amount specified in Item 1 of the Declarations arising out of any one occurrence.

There is no limit to the number of occurrences during the policy period for which claims may be made, except that the Company's liability, arising out of all occurrences during each policy year shall not exceed the amount specified in Item 1 of the Declarations as respects the products hazard and the completed operations hazard combined.

In the event that the aggregate limits of liability of the underlying insurance listed in Schedule A hereof are reduced solely by reason of injury or damage which take place after the inception date of this policy and not before, the Company shall, subject to the Company's limit of liability as specified in Item 1 of the Declarations, continue such coverage as is afforded by the listed underlying insurance in excess of the reduced or exhausted underlying limits for the remainder of the policy year of such underlying insurance.

For the purpose of determining the limits of the Company's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

EXCLUSIONS

This policy does not apply:

- (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) to advertising injury resulting from (1) failure of performance of contract, (2) infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;
- (c) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the Insured's products or work completed by or for the Insured, or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (d) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement, or,
 - (2) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insured's products or work performed by or on behalf of the Insured after such products or work have been put to use by any person or organization other than an Insured;
- (e) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

- (f) to property damage to (1) property owned by any Insured, (2) the Named Insured's products arising out of such products or any part of such products, or (3) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (g) with respect to liability assumed by the Insured under contract, to (1) personal injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, or (2) property damage to property rented to, occupied or used by, or in the care, custody or control of the Insured, if such liability is greater or broader than the Insured's common law or statutory liability therefor;
- (h) as respects part (c) of the definition of personal injury, to injury arising out of any publication or utterance, if the first injurious publication or utterance of the same or similar material by or on behalf of the Insured was made prior to the effective date of this policy;
- (i) as respects parts (b), (c), and (d) of the definition of personal injury, to injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;
- (j) to personal injury, property damage or advertising injury arising out of the conduct of any partnership, or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured;
- (k) to any liability arising out of any statute, law, ordinance, regulation or decision of any court regarding requirements for uninsured motorist or personal injury protection (P.I.P.) coverage.

This policy does not apply, except insofar as coverage is available to the Insured under the underlying policies of insurance set forth in Schedule A hereof:

- (l) to any employee with respect to personal injury to or death of another employee of the same employer injured in the course of such employment;
- (m) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft; provided, however, this exclusion shall not apply to liability of the Named Insured for aircraft or watercraft not owned by such Insured.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**advertising injury**" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities;

"**completed operations hazard**" includes personal injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Insured under the contract have been completed;
- (2) when all operations to be performed by or on behalf of the Insured at the site of operations have

Insured section of this policy. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"**Insured's products**" means goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Insured's products" shall not include a vending machine or any property other than such a container rented to or located for use of others but not sold;

"**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results in personal injury or property damage or advertising injury neither expected nor intended from the standpoint of the Insured;

"**personal injury**" means, (a) bodily injury, sickness, disease, disability and if arising from any of the foregoing, mental anguish; (b) false arrest, detention or imprisonment, or malicious prosecution; (c) the publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy, except when any

ADMIRALA STOCK COMPANY
(herein called "the Company")**INSURANCE
COMPANY****UMBRELLA LIABILITY POLICY****A 84 UC 1829****DECLARATIONS**

NAMED INSURED Fleetwood Machine Products, Inc., et al (see End't #1)
 MAILING ADDRESS 11447 Vanowen Street
N. Hollywood, California 91605

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

POLICY PERIOD: From: 4-1-84 To: 4-1-85
 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THE NAMED INSURED IS: ☒ Individual; ☐ Partnership; ☒ Corporation; ☐ Joint Venture; ☐ Other

THE COMPANY'S LIMIT OF LIABILITY:

Item 1. \$5,000,000 in excess of the Insured's Retained Limit as specified in Item 2. arising out of any one occurrence because of personal injury, property damage or advertising injury, or any combination thereof, and in the aggregate where applicable.

INSURED'S RETAINED LIMIT:

Item 2. UNDERLYING INSURANCE, or

\$10,000 because of personal injury, property damage or advertising injury arising out of any one occurrence not within the terms of the coverage of underlying insurance but within the terms of the coverage of this insurance.

PREMIUM:

a. If not subject to Audit, Premium \$ 1,900.00

b. If subject to Audit,

PREMIUM \$ 1,900.00
 STATE TAX \$ 57.00 (3.0%)
 STAMPING FEES \$ 5.70 (.3%)
 OTHER \$ _____
 TOTAL \$ 1,962.70

Estimated _____ \$ _____	Rate per _____ _____	Estimated Premium \$ _____
Advance Premium \$ _____		Minimum Premium for Policy Period \$ _____
Audit Period: <input type="checkbox"/> Annual; <input type="checkbox"/> Other _____		

c. In the event of cancellation by the Named Insured; the Company shall receive and retain not less than a Minimum Premium of \$ 100.00

ENDORSEMENTS ATTACHED AT INCEPTION: End't #1-Named Insured Endorsement; End't #2-Individual as Named Insured; End't #3-Products and Completed Operations Liab. Exclusion.

Countersigned On: May 2, 1984 / az

At: Encino, California

By: Frederick H. Brown

Authorized Representative

INSURING
COMPANY Admiral Insurance Company
(herein called "the Company")

SCHEDULE A
UNDERLYING INSURANCE

ADDITIONAL DECLARATIONS

Umbrella Policy No. A 84 UC 1829

CARRIER, POLICY
NUMBER & PERIOD

TYPE OF
POLICY

APPLICABLE
LIMITS

1. *Northern Insurance Co.*
Policy # SM 14415678
Policy Period: 4-1-84/85

Comprehensive General
Liability

BODILY INJURY LIABILITY

\$ each occurrence
\$ aggregate

PROPERTY DAMAGE LIABILITY

\$ each occurrence
\$ aggregate

COMBINED SINGLE LIMIT
(Bodily Injury Liability and
Property Damage Liability)

\$ 500,000. each occurrence
\$ 500,000. aggregate

2. *Northbrook*
Policy # CA 0102189
Policy Period: 6-1-83/84

Comprehensive Automobile
Liability

BODILY INJURY LIABILITY

\$ each person
\$ each occurrence

PROPERTY DAMAGE LIABILITY

\$ each occurrence

COMBINED SINGLE LIMIT
(Bodily Injury Liability and
Property Damage Liability)

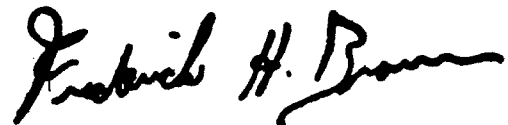
\$ 500,000. each occurrence

3. *Ins. Co. of the West*
Policy # 71 9386 01
Policy Period: 4-1-84/85

Coverage B —
Employers' Liability

\$ 2,000,000. each accident

By: _____

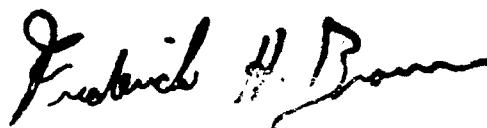


Authorized Representative

INSURING COMPANY <u>Admiral Insurance Company</u> (herein called "the Company")	<p style="text-align: center;">ENDORSEMENT</p> NO. <u>1</u> TO POLICY NO. <u>A 84 UC 1829</u> EFFECTIVE DATE <u>April 1, 1984</u>
NAMED INSURED <u>Fleetwood Machine Products, Inc., et al</u>	

In consideration of the premium paid, it is hereby agreed the Named Insured as shown on the declarations page is completed to read as follows:

Fleetwood Machine Products, Inc.; Fleetwood Engineering Company, Inc.;
Aero Manufacturers; Fleetwood Machine Products Profit Sharing Plan;
Fleetwood Machine Pension Trust; Milwood W. Cooke, Mildred Cooke,
William L. Cooke and Karen Cooke, as individuals.

BY: 
Authorized Representative

INSURING COMPANY <u>Admiral Insurance Company</u> (herein called "the Company")	<p style="text-align: center;">ENDORSEMENT</p> NO. <u>2</u> TO POLICY NO. <u>A 84 UC 1829</u> EFFECTIVE DATE <u>April 1, 1984</u>
NAMED INSURED <u>Fleetwood Machine Products, Inc., et al</u>	<u>INDIVIDUAL AS NAMED INSURED</u>

In consideration of the premium paid, and notwithstanding anything contained in this policy to the contrary, it is agreed that if any named insured designated in the declarations is an individual, coverage under this policy for such individual named insured shall apply only with respect to the conduct of a business of which he is the sole proprietor.

The term "business" includes trade, professional or occupation and the ownership, maintenance of use of farms, and of property rented in whole or in part to others, or held for such rental by the named insured.

The following use of the named insured's property shall not constitute business:

- (1) Occassional rental of the named insured's residence,
- (2) Rental in whole or in part to others of a one or two family dwelling usually occupied in part by the named insured as a resident, unless such rental is for the accomodation of more than two roomers or boarders,
- (3) Rental of space in the named insured's residence for office, school or studio occupancy,
- (4) Rental or holding for rental not more than three car spaces or stalls in garages or stables.

BY: _____

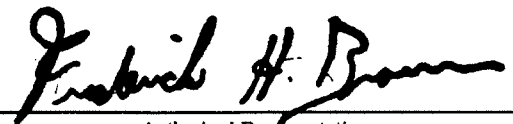
Frederick H. Brown

Authorized Representative

INSURING COMPANY <u>Admiral Insurance Company</u> (herein called "the Company")	<p style="text-align: center;">ENDORSEMENT</p> NO. <u>3</u> TO POLICY NO. <u>A 84 UC 1829</u> EFFECTIVE DATE <u>April 1, 1984</u>
NAMED INSURED <u>Fleetwood Machine Products, Inc., et al</u>	<u>PRODUCTS AND COMPLETED OPERATIONS</u> <u>LIABILITY EXCLUSION</u>

In consideration of the premium paid, and notwithstanding anything contained in this policy to the contrary, it is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of products or completed operations as defined (in the general liability policy described in the Schedule of Underlying Insurance) nor to any liability assumed by any insured under any contract, agreement or warranty pertaining to such products or completed operations.

BY:



Authorized Representative

INSURING COMPANY <u>Admiral Insurance Company</u> (herein called "the Company")	ENDORSEMENT NO. <u>3 REVISED</u> TO POLICY NO. <u>A 84 UC 1829</u> EFFECTIVE DATE <u>April 1, 1984</u>
NAMED INSURED <u>Fleetwood Machine Products, Inc., et al</u>	<u>AIRCRAFT PRODUCTS AND GROUNDING</u> <u>EXCLUSION ENDORSEMENT</u>

In consideration of the premium paid, and notwithstanding anything contained in this policy to the contrary, it is agreed that this policy shall not apply to any liability arising of "aircraft products and completed operations" or reliance upon any representation or warranty made with respect thereto, nor to any liability arising out of the grounding of any aircraft.

"AIRCRAFT PRODUCTS AND COMPLETED OPERATIONS" means: (1) Aircraft (including missiles or spacecraft and ground support or control equipment used therewith) and any other goods or products manufactured, sold, handled, or distributed by the insured for any services provided or recommended by the insured or by others trading under his name for use in the manufacture, repair, operation, maintenance or use of any aircraft, and (2) Any articles, furnished by the insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including ground handling tools and equipment, and also means training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such aircraft or articles.

"GROUNDING" shall mean the withdrawal of one or more aircraft from the flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence or any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the insured or with tools, machinery or other equipment furnished to such persons or organizations by the insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.

A grounding shall be deemed to commence on the date of an accident or occurrence which discloses such condition, or on the date an aircraft is first withdrawn from service on account of such condition, whichever occurs first.

SIGNED & ACCEPTED BY: _____
 DATE: _____

BY: M. J. Smead
 Authorized Representative

been completed, or

- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include personal injury or property damage arising out of:

- (a) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

"damages" means only those damages which are payable because of personal injury, property damage or advertising injury to which this insurance applies, and includes damages for (1) death and for care and loss of services resulting from personal injury; (2) loss of use of property resulting from property damage; and (3) advertising injury.

"Insured" means any person or organization qualifying as an Insured under the Persons or Entities

of the foregoing of this part (c) arises from publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured; (d) wrongful entry or eviction, or other invasion of the right of private occupancy; (e) assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of protecting persons or property; and (f) where insurance therefor is permitted by law, discrimination based upon age, race, color, creed, sex or place of national origin;

"products hazard" includes personal injury or property damage arising out of the Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned by or rented to the Insured after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"ultimate net loss" means the sum actually paid or payable in cash in the settlement or satisfaction of losses for which the Insured is liable either by adjudication or compromise with the written consent of the Company after making proper deductions for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorneys' fees, court costs and interest on any judgment or award) and all salaries of employees and office expenses of the Insured, the Company or any underlying insurer so incurred.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in the Declarations. If the premium as stated in the Declarations is subject to audit, the adjusted premium shall be computed in accordance with the Premium Computation Endorsement attached to the policy.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, reasonably likely to exceed the retained limit, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized representatives as soon as practicable.

- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

- (c) The Insured shall cooperate with the Company and upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of personal injury or property damage or advertising injury with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense; however, if the amount of ultimate net loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and the Company, then the Insured may pay the amount of ultimate net loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company shall indemnify the Insured for that part of such payment which is in excess of the retained limit, or the Company will, upon request of the Insured, make such payment to the claimant on behalf of the Insured.

- (d) The Named Insured shall promptly reimburse the Company for any amount of ultimate net loss paid on behalf of any Insured within the retained limit.

- (e) As this policy is excess insurance, the Insured warrants that coverage under the uninsured motorist laws will be maintained during the policy period. It is agreed that the Named Insured shall promptly reimburse the Company for any amount of ultimate net loss paid on behalf of any Insured as respects any payment under an uninsured motorist law, or any similar law.

4. Appeals

If the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount specified in the Limits of Liability section of the Declarations plus the taxable costs, disbursements and interest incidental to such appeal.

5. Action Against The Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or the Insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance

If collectible insurance with any insurer is available to the Insured covering a loss also covered hereunder, the insurance hereunder shall be in excess of, and not contribute with, such other insurance; provided, however, this does not apply to insurance which is written as excess insurance over the Company's limit of liability under this policy.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for

contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and, with respect to any amount of loss not so paid, the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount so recovered shall be apportioned as follows. Any interest (including the Insured's) having paid an amount in excess of the retained limit plus the Company's limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses thereof.

8. Changes

Notice to, or knowledge possessed by, any representative of the Company or by any other person shall not effect a waiver or a change in any part of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon.

10. Three Year Policy

If this policy is issued for a period of three years, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Maintenance of Underlying Insurance

The underlying insurance listed in Schedule A hereof shall be maintained in full effect during the currency of this policy, except for any reduction of the aggregate limit or limits applicable thereto solely by payment of claims in respect of injury or damage which occurs during the period of this policy.

Failure of the Insured to comply with the foregoing shall not invalidate this policy, but, in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Insured complied with this condition.

Upon notice that any aggregate limit of liability under any policy of underlying insurance has been exhausted, the Named Insured shall immediately make all reasonable efforts to reinstate such limits. The Named Insured shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount or limits of insurance under any policy of underlying insurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

12. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to the Company's authorized representative or by mailing to the Company's authorized representative written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when, not less than 30 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

13. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its representatives relating to this insurance.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

- (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or byproduct material;
- (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

SERVICE OF SUIT

(Not Applicable in Delaware, New Jersey and Texas)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company, at the request of the Insured (or Reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Jere J. Duffett, Senior Vice President of Jersey/International Group, Inc., 1255 Caldwell Road, P.O. Box 5725, Cherry Hill, New Jersey 08034, or his designee, and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured (or Reinsured) to

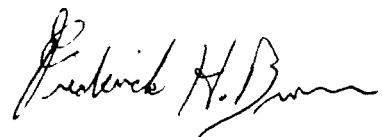
give a written undertaking to the Insured (or Reinsured) that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and the Company hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Secretary



President



PrideMark Smith/Wamsley Insurance Services

3848 Carson Street, Suite 216, Torrance, CA 90503, Phone (213) 543-4599

Each PrideMark agency independently owned and operated

0048 FLEETWOOD MACHINE PRODUCTS, INC
Roberta Reed
11447 Vanowen St.
No. Hollywood, CA 91605

INVOICE # 2796

DATE: 04-08-1985

DATE ISSUED	TO EXPIRE	COMPANY AND POLICY NUMBER	COVERAGE	PREMIUM
04/01/85	04/01/86	H & W INSURANCE SERV BINDER #2045	COMMERCIAL UMBRELLA LIMIT \$5,000,000 FLAT ANNUAL PREMIUM	4,000.00
			TOTAL =	\$ 4,000.00

6/14/85

PREMIUMS ARE DUE AND PAYABLE ON THE DATE POLICIES TAKE EFFECT.

CHECKS SHOULD BE MADE PAYABLE TO: PRIDEMARK SMITH/WAMSLEY INSURANCE SERVICES

Covenant Mutual Insurance Company

95 Woodland Street/Box 300/Hartford, Connecticut 06101

COVENANT

95 Woodland Street/Box 300
Hartford, Connecticut 06101
(203) 527-3311

Policy Provisions: Part One

RE

APR 1

Agrees with the named insured in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to all the terms of this policy.

INSURING AGREEMENTS

I. COVERAGE—To indemnify the insured for ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury, property damage or advertising liability to which this policy applies, caused by an occurrence.

II. SUPPLEMENTARY PAYMENTS—With respect to any occurrence covered by this policy, and which is not covered by any underlying coverage described in the schedule of underlying insurance or any other underlying insurance collectible by the insured, the company shall:

- defend any suit against the insured alleging such personal injury, property damage or advertising liability and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit and the cost of bail bonds required of the insured in the event of automobile occurrence or traffic law violation, but without any obligation to apply for or furnish any such bonds;
- pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request in assisting the company in the investigation or defense of any claim or suit.

With respect to any occurrence to which underlying insurance does apply:

(a) this policy does not apply to defense, investigation, settlement or legal expenses covered by underlying insurance;

(b) in the event that the limits of liability of the underlying insurance are exhausted by an occurrence, the company shall be obligated to assume the cost of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.

Any amount payable by the company under this insuring agreement, except settlement of claims or suits, is in addition to the ultimate net loss.

In jurisdictions where the company may be prevented by law or otherwise from carrying out this agreement, the company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the company for any amount of ultimate net loss paid on behalf of the insured within the self-insured retention stated in item 4 of the declarations.

III. LIMIT OF LIABILITY—The company's liability in excess of the retained limit with respect to each occurrence, shall not exceed the amount stated in item 3 of the declarations.

Regardless of the number of persons and organizations who are insureds under this policy and regardless of the number of claims made and suits brought against any or all insureds, the total limit of the company's liability for ultimate net loss resulting from any one occurrence shall be the occurrence limit stated in the declarations, provided, however, that the company's liability shall be further limited to the amount stated as the aggregate limit in the declarations with respect to an ultimate net loss caused by one or more occurrences during each annual period while this policy is in force commencing from its effective date and arising out of the products or completed operations hazards.

IV. TERRITORY—This policy applies to occurrences happening anywhere

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

(a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law;

(b) to personal injury or property damage

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(c) to personal injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or

on behalf of an insured; or

(3) the personal injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

As used in exclusions b & c only:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"nuclear facility" means

a. any nuclear reactor,

b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling,

processing or packaging waste.

- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

- (d) except with respect to occurrences taking place in the United States of America, its territories or possessions or Canada, to personal injury or property damage, directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

- (e) to loss of use of tangible property which has not been physically injured or destroyed resulting from;

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness, durability or warranted or represented by the named insured;
- but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction

of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured.

- (f) except insofar as coverage is provided in the underlying insurance as scheduled herein, to personal injury or property damage arising out of the ownership, maintenance, operation or use, including loading or unloading of any aircraft;

- (g) (1) to property damage to property owned by the insured or (2) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the insured, out of which the occurrence arises; or (3) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;

- (h) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (i) to damages arising out of advertising offense for (1) failure of performance of written contract, (2) infringement of registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price.

- (j) to damages arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle while used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

- (k) to damages arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

DEFINITIONS

- a. The "named insured" means the person or organization named in the declarations and includes any subsidiary thereof and any other organization coming under the named insured's control of which it assumes active management.

- b. The unqualified word "insured" includes the named insured and also;

- (1) except with respect to the ownership, maintenance or use, including loading or unloading of automobiles while away from premises owned by, rented or controlled by the named insured or the ways immediately adjoining, or of aircraft, (a) any executive officer, other employee, director or stockholder of the named insured thereof while acting within the scope of his duties as such; (b) any person or organization while acting as real estate manager for the named insured;

- (2) with respect to any automobile owned by the named insured or hired for use by or on behalf of the named insured, any person while using such automobile and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the named insured, except

- (a) any person or organization, or any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof; or

- (b) the owner or any lessee, other than the named insured, of a hired automobile or any agent or employee of such owner or lessee;

- (3) with respect to any aircraft chartered with pilot by or on behalf of the named insured, any person using such aircraft and any person legally responsible for the use thereof, provided its actual use is with permission of the named insured, except

- (a) the owner, pilot or air crew thereof or any other person operating the aircraft; or

- (b) any manufacturer of aircraft, engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any employee of any of them;

- (4) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or, on behalf of the named insured or to facilities of or used by the named insured;

- (5) any other person or organization who is an insured under any policy of underlying insurance, subject to all the limitations upon coverage under such policy other than the limits of the underlying insurer's liability;

- (6) if the Named Insured is designated in the Declaration as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such, however, this policy does not apply to personal injury, property damage or advertising offense arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated on this policy as a Named Insured.

- c. "Ultimate net loss" means the sum actually paid or payable in cash in the settlement or satisfaction of any claim or suit for which the insured is liable either by adjudication or settlement with the written consent of the company, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorneys' fees, court costs and interest on any judgment or award) and all salaries of employees and office expenses of the insured, the company or any underlying insurer so incurred.

- d. "Retained Limit" means the greater of:

- (1) the total of the applicable limits of the policies indicated in the schedule of underlying insurance, plus the applicable limits of any other underlying insurance collectible by the insured; or

- (2) the amount stated as the Self Insured Retention in item 4 of the declarations as the result of any one occurrence, if the insurance afforded by the underlying insurance is inapplicable to such occurrence.

- e. "Personal Injury" means:

- (1) bodily injury, shock, mental anguish, sickness or disease,

COVENANT

95 Woodland Street / Box 300
Hartford, Connecticut 06101
(203) 527-3311

NO. UL 266-97-23


RENEWAL OF NUMBER

UMBRELLA LIABILITY POLICY

☐ Covenant Insurance Company
(A Stock Insurance Company)

☒ Covenant Mutual Insurance Company
A MUTUAL COMPANY
INCORPORATED 1831

NON-ASSESSABLE

The insurer for this policy is shown by an 

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

Fleetwood Machine Products, Inc. (Per Endt. #1)
11447 Vanowen St.
North Hollywood, CA 91605

Item 2. Policy Period: Mo. Day Year

From 4-1-85 to 4-1-86

12:01 A.M., standard time at the address of the named insured as stated herein.

ITEM 3	ITEM 4	ITEM 5
Policy Limit	Self Insured Retention	Premium
\$ 5,000 .000 Each Occurrence	\$ 10 .000 Each Occurrence	\$ 4000.00
\$ 5,000 .000 Aggregate		

Premium Payable:

\$ 4000.00 in advance, \$ on the first anniversary and \$ on the second anniversary.

ITEM 6 In the event of cancellation by the named insured, the Company shall receive and retain not less than \$ 2000.00 as the minimum premium.

ITEM 7 (Schedule of Underlying Insurance)

Line of Insurance	Insurer	Limits of Liability	
		Bodily Injury	Property Damage
Per Schedule Attached			

ITEM 8

The named insured is: ☐ Individual; ☐ Partnership; ☐ Corporation; ☐ Joint Venture; ☐ Other

Form Numbers of Endorsements
Forming Part of Policy at Issue

1. Named Insured 2. Indiv. As Named

3. X Products & Completed Ops

Countersigned by

James A. Pettipas

Authorized Representative

COVENANT MUTUAL INSURANCE CO.

95 Woodland Street/Box 300/Hartford, Connecticut 06101/(203) 278-3300

INSURED Fleetwood Machine Products, Inc.

EFFECTIVE ON AND AFTER April 1, 1985, 12:01 A.M. STANDARD TIME

THIS SCHEDULE FORMS PART OF POLICY NUMBER UL 266 97 23

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(a) Ins. Co. of the West	Standard Workmen's Compensation & Employers' Liability	Coverage B – Employers' Liability \$ 2,000,000 one occurrence aggregate
(b) Northern Ins. Co.	General Liability including <input checked="" type="checkbox"/> comprehensive form <input type="checkbox"/> schedule form <input type="checkbox"/> storekeeper's form <input type="checkbox"/> contractual liability <input type="checkbox"/> completed operations <input type="checkbox"/> products liability <input checked="" type="checkbox"/> personal injury liability <input checked="" type="checkbox"/> BFPD <input checked="" type="checkbox"/> BLKT. CONT. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Bodily Injury Liability each person each occurrence aggregate products aggregate completed operations Property Damage Liability each occurrence aggregate premises/operations aggregate protective aggregate products aggregate contractual aggregate completed operations Bodily Injury/Property Damage Liability each occurrence – combined single limit aggregate – combined single limit \$ 500,000 500,000
(c) Northbrook P & C	Automobile Liability including <input checked="" type="checkbox"/> owned automobiles <input type="checkbox"/> non-owned automobiles <input checked="" type="checkbox"/> hired automobiles <input type="checkbox"/> <input type="checkbox"/>	Bodily Injury Liability each person each occurrence Property Damage Liability each occurrence Bodily Injury/Property Damage Liability each occurrence – combined single limit \$ 500,000
(d)		
(e)		
(f)		

An "X" marked in the box provided indicates these broadening or optional coverages are provided in the Underlying Policies.

ENDORSEMENT

This endorsement, effective 4-1-85
policy No. UL 266 97 23 issued to Fleetwood Machine Products

forms a part of

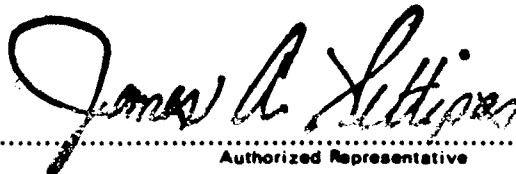
by ☒ Covenant Mutual Insurance Company
☐ Covenant Insurance Company

NAMED INSURED

FLEETWOOD MACHINE PRODUCTS, INC.
FLEETWOOD ENGINEERING COMPANY, INC.
AERO MANUFACTURERS
FLEETWOOD MACHINE PRODUCTS PROFIT SHARING PLAN
FLEETWOOD MACHINE PENSION TRUST
MILWOOD W. COOKE, MILDRED COOKE, WILLIAM L. COOKE AND
KAREN COOKE, AS INDIVIDUALS

ENDORSEMENT # 1

1277-0


Authorized Representative

James A. Pettipas



ENDORSEMENT

This endorsement, effective 4-1-85
policy No. UL 266 97 23 issued to Fleetwood Machine Products

forms a part of

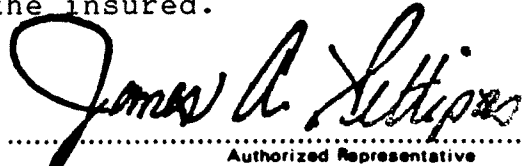
by ☒ Covenant Mutual Insurance Company
☐ Covenant Insurance Company

INDIVIDUAL AS NAMED INSURED

It is agreed that the policy does not apply except in connection with the conduct of a business of which the named insured is the sole owner.

"Business" includes trade, profession or occupation and the ownership, maintenance, or use of farms and of property rented in whole or in part to others, or held for such rental by the insured.

ENDORSEMENT # 2


.....
Authorized Representative
James A. Pettipas

1277-0

ENDORSEMENT

This endorsement, effective 4-1-85
policy No. UL 266 97 23 issued to Fleetwood Machine Products

forms a part of

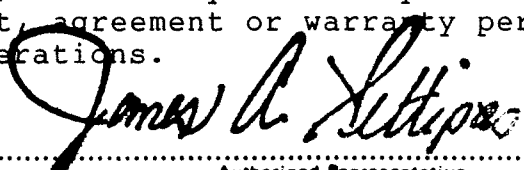
by ☒ Covenant Mutual Insurance Company
☐ Covenant Insurance Company

PRODUCTS AND COMPLETED OPERATIONS LIABILITY EXCLUSION

In consideration of the premium paid, and notwithstanding anything contained in this policy to the contrary, it is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of products or completed operations as defined (in the general liability policy described in the Schedule of Underlying Insurance) nor to any liability assumed by any insured under any contract, agreement or warranty pertaining to such products or completed operations.

ENDORSEMENT #

3


.....
Authorized Representative
James A. Pettipas

1277-0

Covenant Mutual Insurance Company

95 Woodland Street/Box 300/Hartford, Connecticut 06101

COVENANT

95 Woodland Street/Box 300
Hartford, Connecticut 06101
(203) 527-3311

Policy Provisions: Part One

RECEIVED

APR 10 1985

T.E.W. 100-2

Agrees with the named insured in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the terms of this policy

INSURING AGREEMENTS

I. COVERAGE—To indemnify the insured for ultimate net loss in excess of the retained limit which the insured shall become legally obligated to pay as damages because of personal injury, property damage or advertising liability to which this policy applies, caused by an occurrence.

II. SUPPLEMENTARY PAYMENTS—With respect to any occurrence covered by this policy, and which is not covered by any underlying coverage described in the schedule of underlying insurance or any other underlying insurance collectible by the insured, the company shall:

- defend any suit against the insured alleging such personal injury, property damage or advertising liability and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit and the cost of bail bonds required of the insured in the event of automobile occurrence or traffic law violation, but without any obligation to apply for or furnish any such bonds;
- pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request in assisting the company in the investigation or defense of any claim or suit.

With respect to any occurrence to which underlying insurance does apply:

(a) this policy does not apply to defense, investigation, settlement or legal expenses covered by underlying insurance;

(b) in the event that the limits of liability of the underlying insurance are exhausted by an occurrence, the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence.

Any amount payable by the company under this insuring agreement, except settlement of claims or suits, is in addition to the ultimate net loss.

In jurisdictions where the company may be prevented by law or otherwise from carrying out this agreement, the company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the company for any amount of ultimate net loss paid on behalf of the insured within the self insured retention stated in item 4 of the declarations.

III. LIMIT OF LIABILITY—The company's liability in excess of the retained limit, with respect to each occurrence, shall not exceed the amount stated in item 3 of the declarations.

Regardless of the number of persons and organizations who are insureds under this policy and regardless of the number of claims made and suits brought against any or all insureds, the total limit of the company's liability for ultimate net loss resulting from any one occurrence shall be the occurrence limit stated in the declaration, provided, however, that the company's liability shall be further limited to the amount stated as the aggregate limit in the declarations with respect to all ultimate net loss caused by one or more occurrences during each annual period while this policy is in force commencing from its effective date and arising out of the products or completed operations hazards.

IV. TERRITORY—This policy applies to occurrences happening anywhere,

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

(a) to any obligation for which the insured or any of his insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law;

(b) to personal injury or property damage

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(c) to personal injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by, or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or

on behalf of an insured, or

(3) the personal injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

As used in exclusions b & c only:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- any nuclear reactor;
- any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling,

processing or packaging waste.

- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 235 or any combination thereof, or more than 250 grams of uranium 235.

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

- (d) except with respect to occurrences taking place in the United States of America, its territories or possessions or Canada, to personal injury or property damage, directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

- (e) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness durability or warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction

of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured.

- (f) except insofar as coverage is provided in the underlying insurance as scheduled herein, to personal injury or property damage arising out of the ownership, maintenance, operation or use, including loading or unloading of any aircraft;

- (g) (1) to property damage to property owned by the insured or (2) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the insured, out of which the occurrence arises; or (3) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;

- (h) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (i) to damages arising out of advertising offense for (1) failure of performance of written contract, (2) infringement of registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price.

- (j) to damages arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle while used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

- (k) to damages arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

DEFINITIONS

- a. The **"named insured"** means the person or organization named in the declarations and includes any subsidiary thereof and any other organization coming under the named insured's control of which it assumes active management.

- b. The unqualified word **"insured"** includes the named insured and also:

- (1) except with respect to the ownership, maintenance or use, including loading or unloading of automobiles while away from premises owned by, rented or controlled by the named insured or the ways immediately adjoining, or of aircraft, (a) any executive officer, other employee, director or stockholder of the named insured thereof while acting within the scope of his duties as such; (b) any person or organization while acting as real estate manager for the named insured;

- (2) with respect to any automobile owned by the named insured or hired for use by or on behalf of the named insured, any person while using such automobile and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the named insured, except:

- (a) any person or organization, or any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof, or

- (b) the owner or any lessee, other than the named insured, of a hired automobile or any agent or employee of such owner or lessee;

- (3) with respect to any aircraft chartered with pilot by or on behalf of the named insured, any person using such aircraft and any person legally responsible for the use thereof, provided its actual use is with permission of the named insured, except:

- (a) the owner, pilot or air crew thereof or any other person operating the aircraft; or

- (b) any manufacturer of aircraft, engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any employee of any of them.

- (4) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or, on behalf of the named insured or to facilities of or used by the named insured;

- (5) any other person or organization who is an insured under any policy of underlying insurance, subject to all the limitations upon coverage under such policy other than the limits of the underlying insurer's liability;

- (c) if the Named Insured is designated in the Declaration as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such, however, this policy does not apply to personal injury, property damage or advertising offense arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated on this policy as a Named Insured.

- c. **"Ultimate net loss"** means the sum actually paid or payable in cash in the settlement or satisfaction of any claim or suit for which the insured is liable either by adjudication or settlement with the written consent of the company, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorneys' fees, court costs and interest on any judgment or award) and all salaries of employees and office expenses of the insured, the company or any underlying insurer so incurred.

- d. **"Retained Limit"** means the greater of:

- (1) the total of the applicable limits of the policies indicated in the schedule of underlying insurance, plus the applicable limits of any other underlying insurance collectible by the insured; or

- (2) the amount stated as the Self Insured Retention in item 4 of the declarations as the result of any one occurrence, if the insurance afforded by the underlying insurance is inapplicable to such occurrence.

- e. **"Personal Injury"** means:

- (1) bodily injury, shock, mental anguish, sickness or disease,

- (c) the negligent or intentional acts of the named insured or other individual or individuals acting in the course of or on behalf of the named insured or other individual or individuals acting in the course of or on behalf of the named insured;
- (4) acts of fire, explosion, or other occurrence of the kind of private occupancy;
- (5) acts of any person not fully by law, racial or religious discrimination not committed by or on behalf of the insured;
- f. "Property Damage" means: (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time during the period; or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence occurring during the policy period;
- g. "Advertising Liability" means liability arising out of the named insured's advertising activities, including:
- (1) libel, slander or defamation;
 - (2) infringement of copyright or of title or of slogan (other than a patent);
 - (3) unfair competition or unfair trade practices, actual or under an implied contract;
 - (4) invasion of right of privacy.
- h. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results, during the policy period, in personal injury, property damage or advertising liability not expected nor intended from the standpoint of the insured.
- With respect to personal injury and property damage, all such exposure to substantially the same general conditions existing at or emanating from one location or source shall be deemed one occurrence.
- With respect to advertising liability, all ultimate net loss arising out of any advertisement, publicity article, broadcast or telecast or any combination thereof involving the same injurious material or act, regardless of the frequency of repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one occurrence.
- i. "Aircraft" means any heavier-than-air or lighter-than-air aircraft designed to

fly, or to be flown in part.

- j. "Automobile" means a self-propelled motor vehicle, trailer or semi-trailer.
- k. "Products hazard" includes personal injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs while the premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;
- l. "Completed operations hazard" includes personal injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured;
- m. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
- (1) when operations to be performed by or on behalf of the named insured under the contract have been completed;
 - (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed; or
 - (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.
- The completed operations hazard does not include personal injury or property damage arising out of:
- (a) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof; or
 - (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

CONDITIONS

1. **PREMIUM.** The premium for this policy is stated in the declarations.
2. **INSPECTION AND AUDIT.** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE CLAIM OR SUIT.** (a) Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses. (b) When in the judgment of the company an occurrence may involve damages in excess of the applicable underlying limit, the company may elect at any time to participate with the insured and the underlying insurer in the investigation, settlement and defense of all claims and suits in connection therewith. In such event the insured and the company shall cooperate fully. The insured shall cooperate with the underlying insurers as required by the terms of the underlying insurance and comply with all the terms and conditions thereof and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured because of personal injury, property damage or advertising liability with respect to which insurance is afforded under this policy or the underlying policies.
4. **APPEALS.** In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the underlying or retained limit, the company may elect to make such appeal at its cost and expense, and shall be liable, in addition to the applicable limit of liability, for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount herein applicable to any one occurrence, plus the cost and expenses of such appeal.
5. **LOSS PAYABLE.** The company's liability under this policy for ultimate net loss with respect to any occurrence shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the insured on account of such occurrence. The insured shall make claim for any loss under this policy as soon as practicable after:

 - (a) the insured shall have paid ultimate net loss in excess of the applicable underlying limit with respect to any occurrence; or
 - (b) the insurer's obligation to pay such amounts shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Claim for any subsequent payments made by the insured on account of the same occurrence shall be similarly made. All losses covered by this policy shall be due and payable by the company within thirty days after they are respectively claimed and proven in accordance with the terms of this policy.

6. **ACTION AGAINST COMPANY.** No action shall lie against the company unless as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative.

7. **BANKRUPTCY OR INSOLVENCY.** Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

8. **ASSIGNMENT.** Assignment of interest under this policy shall not bind the company, unless its consent is endorsed hereon. If, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall cover the insured's legal representative for the unexpired portion of such period.

9. **OTHER INSURANCE.** The insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance available to the insured, whether or not described in the Schedule of Underlying Insurance Policies, except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder and applicable to any part of ultimate net loss, whether such other insurance is stated to be primary, contributing, excess or contingent, provided that if such other insurance provides indemnity only in excess of a stated amount of liability per occurrence, the insurance afforded by this policy shall contribute thereto with respect to such part of ultimate net loss as is covered hereunder but the company shall not be liable for a greater proportion of such loss than the amount which should have been payable under this policy bears to the sum of said amount and the amounts which would have been payable under each other excess indemnity policy applicable to such loss had each such policy been the only policy so applicable.

10. **SUBROGATION.** The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor, and the insured shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest including the insured(s) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof.

11. **CHANGES.** Notice to or knowledge of any agent or other person shall not effect a waiver or change in any part of this policy nor estop the company from asserting any right under it, nor shall the term of this policy be waived or changed except by endorsement hereon.

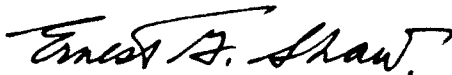
12. **CANCELLATION** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice, and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

If this policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all insureds, and notice of cancellation by the company to such first named insured shall be notice to all insureds. Payment of any unearned premium to such first named insured shall be for the account of all interests therein.

13. **MAINTENANCE OF UNDERLYING INSURANCE.** It is warranted by the insured that the underlying policies listed in the schedule of underlying insurance or renewals or replacements thereof not more restricted, shall be maintained in force during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during the policy period. In the event of failure by the insured so to maintain such policies, in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the company within 30 days of such exhaustion.

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized agent of the company.


Secretary


President

MUTUAL POLICY CONDITIONS

This policy is issued by a mutual company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy:

By virtue of this policy, the policyholder is a member of the company and is entitled to vote, in person or by proxy, at all meetings of the company.

The policyholder shall participate in the return of unused premiums (dividends) to the extent and on the conditions determined, fixed and declared by the Board of Directors in accordance with the law.

This policy is Nonassessable. The holder of this policy is not subject to any contingent liability, nor liable to assessment.

The Annual Meeting of the Company is held each year at the Home Office, 95 Woodland Street, Hartford, Connecticut, on the first Thursday in April. Every policyholder is entitled to vote at this meeting.

- (2) false arrest, detention or imprisonment, or malicious prosecution,
- (3) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured, and
- (4) wrongful entry or eviction, or other invasion of the right of private occupancy,
- (5) except where prohibited by law, racial or religious discrimination not committed by or on behalf of the insured.

"Property Damage" means physical injury to or destruction of tangible property which shall be during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

"Advertising Liability" means liability arising out of the named insured's advertising activities for:

- (1) libel, slander or defamation,
- (2) infringement of copyright or of title or of slogan (other than a patent),
- (3) false comparison, puffing or disparagement or appropriation under an implied contract,
- (4) invasion of right of privacy.

"Occurrence" means an accident, including continuous or repeated exposure to conditions, which results, during the policy period, in personal injury, property damage or advertising liability whether expected or unintended from the standpoint of the insured.

With respect to personal injury and property damage, all such exposure to substantially the same general conditions existing at or emanating from one location or source shall be deemed one occurrence.

With respect to advertising liability, all ultimate net loss arising out of any advertisement, publicity article, broadcast or telecast or any combination thereof involving the same injurious material or act, regardless of the frequency of repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one occurrence.

"Aircraft" means any heavier-than-air or lighter-than-air aircraft designed to

transport persons or property.

1. "Automobile" means a land motor vehicle, trailer or semi-trailer

2. "Products hazard" includes personal injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

3. "Completed operations hazard" includes personal injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured.

4. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include personal injury or property damage arising out of:

- (a) operations in connection with the transportation of property, unless the personal injury or property damages arises out of a condition on or in a vehicle created by the loading or unloading thereof, or
- (b) the existence of tools, unstashed equipment or abandoned or unused materials.

CONDITIONS

1. **PREMIUM.** The premium for this policy is stated in the declarations.

2. **INSPECTION AND AUDIT.** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE CLAIM OR SUIT.** (a) Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses. (b) When in the judgment of the company an occurrence may involve damages in excess of the applicable underlying limit, the company may elect at any time to participate with the insured and the underlying insurers in the investigation, settlement and defense of all claims and suits in connection therewith, in such event the insured and the company shall cooperate fully. (c) The insured shall cooperate with the underlying insurers as required by the terms of the underlying insurance and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured because of personal injury, property damage or advertising liability with respect to which insurance is afforded under this policy or the underlying policies.

4. **APPEALS.** In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the underlying or retained limit, the company may elect to make such appeal at its cost and expense, and shall be liable, in addition to the applicable limit of liability, for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount herein applicable to any one occurrence plus the cost and expenses of such appeal.

5. **LOSS PAYABLE.** The company's liability under this policy for ultimate net loss with respect to any occurrence shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the insured on account of such occurrence. The insured shall make claim for any loss under this policy as soon as practicable after:

(a) the insured shall have paid ultimate net loss in excess of the applicable underlying limit with respect to any occurrence, or

(b) the insured's obligation to pay such amounts shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Claim for any subsequent payments made by the insured on account of the same occurrence shall be similarly made. All losses covered by this policy shall be due and payable by the company within thirty days after they are respectively claimed and proven in accordance with the terms of this policy.

6. **ACTION AGAINST COMPANY.** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative.

7. **BANKRUPTCY OR INSOLVENCY.** Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

8. **ASSIGNMENT.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall cover the insured's legal representative for the unexpired portion of such period.

9. **OTHER INSURANCE.** The insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance available to the insured whether or not described in the Schedule of Underlying Insurance Policies, except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder, and applicable to any part of ultimate net loss whether such other insurance is stated to be primary, contributing, excess or contingent; provided that if such other insurance provides indemnity only in excess of a stated amount of liability per occurrence, the insurance afforded by this policy shall contribute therewith with respect to such part of ultimate net loss as is covered hereunder but the company shall not be liable for a greater proportion of such loss than the amount which should have been payable under this policy bears to the sum of said amount and the amounts which would have been payable under each other excess indemnity policy applicable to such loss, had each such policy been the only policy so applicable.

10. **SUBROGATION.** The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

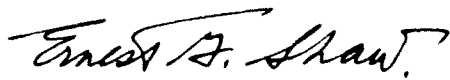
Any interest (including the insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof.


11. **CHANGES.** Notice to or knowledge of any agent or other person shall not effect a waiver or change in any part of this policy nor estop the company from asserting any right under it, nor shall the term of this policy be waived or changed except by endorsement hereon.

12. **CANCELLATION.** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice, and the effective date of cancellation stated in the notice shall be the end of the policy period. Recovery of such written notice, either by the named insured or by the company, shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the company's rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time notice of cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement," Broad Form, printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized agent of the company.


Secretary


President

MUTUAL POLICY CONDITIONS

This policy is issued by a mutual company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy:

By virtue of this policy, the policyholder is a member of the company and is entitled to vote, in person or by proxy, at all meetings of the company.

The policyholder shall participate in the return of unused premiums (dividends) to the extent and on the conditions determined, fixed and declared by the Board of Directors in accordance with the law.

This policy is Nonassessable. The holder of this policy is not subject to any contingent liability, nor liable to assessment.

The Annual Meeting of the Company is held each year at the Home Office, 95 Woodland Street, Hartford, Connecticut, on the first Thursday in April. Every policyholder is entitled to vote at this meeting.